



SOFTWARE LICENSE AND SERVICES AGREEMENT

软件许可与服务协议

This Software License and Services Agreement (“Agreement”) applies to an order entered into between an affiliate of MicroStrategy Incorporated (“we,” “us,” “our”) and the entity ordering Products or Services identified on the order (“you,” “your”), and specifies the terms and conditions under which we will license and supply Products and Services to you and your affiliates. This Agreement consists of the sections identified in the following Table of Contents:

本软件许可与服务协议 (“协议”) 适用于MicroStrategy Incorporated (“我们”、“我们的”) 的关联公司与订购订单上指定的产品或服务的实体 (“您”, “您的”) 之间订立的订单, 并对我们向您和您的关联公司许可和提供产品和服务的条款和条件作出了规定。本协议由下述目录中列出的部分组成:

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I. GENERAL TERMS / 一般条款

The terms of this Section I (“General Terms”) apply generally to all Products and Services supplied under this Agreement. MicroStrategy product and service offerings are described at products.microstrategy.com.

第I部分的条款 (“一般条款”) 普遍适用于本协议项下提供的所有产品和服务。MicroStrategy的产品和服务产品在 products.microstrategy.com 上已描述。

<p>1. Definitions</p> <p>Unless otherwise defined in this Agreement, capitalized terms used in the body of this Agreement will have the meanings set forth below.</p> <p>“<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 the European Union Directives and regulations governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security.</p> <p>“<u>CPI</u>” means the latest published percentage increase in Consumer Price Index for the country listed under the “Ship To” address of an order at the time of renewal, for the 12 months period preceding such time.</p> <p>“<u>CPU</u>” means a physical core (in a physical computing environment) or a virtual core (in a virtual computing environment) to which an instance of a Product is assigned, as identified by the operating system in which the Product is installed.</p>	<p>1. 定义</p> <p>除本协议另有规定外, 本协议正文中首字母大写的词语具有下述含义。</p> <p>“<u>适用的数据保护法律</u>”指当前及将来有效的、以任何方式与受保护数据的隐私、机密性或安全性相关的、一切适用的国际、联邦、州、省和地方的法律、规则、条例、指令和政府要求, 包括管辖一般数据保护的《欧盟指令》和条例及有关隐私、数据保护、机密性或信息安全的所有适用的行业标准。</p> <p>“<u>CPI</u>”指续订时的订单“收货”地址下所列国家在续订前12个月内最新公布的消费者价格指数百分比涨幅。</p> <p>“<u>CPU</u>”指由安装有产品的操作系统识别的、已分配有产品实例的物理内核(在实际计算环境中)或虚拟内核(在虚拟计算环境中)。</p> <p>“<u>客户内容</u>”指您或您的代表将其与产品一起使用的, 或您或您的代表上传或转移到MCE服务的, 您的或第三方的软件</p>
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“Customer Content” means software (including machine images), data, text, audio, video, images, or other content of yours or a third-party that you or your Representative utilize with a Product or upload or transfer to the MCE Service.

“Designated Software Instance,” or “DSI” means a single MicroStrategy metadata database or a set of related MicroStrategy metadata databases (e.g., for production, development, testing, etc.) that will be accessed by the Products specified on an order.

“Documentation” means the user documentation or manuals normally distributed or made available in connection with a Product, including, in the case of the MCE Service, the MCE Service Guide.

“MCE Service” means the MicroStrategy Cloud Environment service, a platform-as-a-service offering that we manage on your behalf in an Amazon Web Services or Microsoft Azure environment that includes access to, collectively: (a) the “Cloud Platform” version of our Products (an optimized version of the MicroStrategy software platform built specifically for deployment in an Amazon Web Services or Microsoft Azure environment) licensed by you; (b) Cloud Support; and (c) the Additional PaaS Components (as defined in the MCE Service Guide) for your use with such Products.

“MCE Service Guide” means the MCE Service Guide listed at microstrategy.com, as modified from time to time by us.

“Named User” means (i) a single identifiable individual with unique, non-generic (e.g., cashier@abccompany.com) is one example of a generic login that is not permitted) login credentials enabling use of or access to a Product or the MCE Service at any time during the term of your license to the Product or during the MCE Service Term, regardless of whether the individual is actively using or has ever accessed or used the Product or MCE Service and who you have not permanently replaced with another such individual; or (ii) a single individual without login credentials who, through your use of a Product or the MCE Service, receives or has received at any time during the term of your license to the Product or during the MCE Service Term, reports, messages or other output directly generated by the Product or the MCE Service.

“Product” means a generally available MicroStrategy software product identified on an order that is licensed to you pursuant to the terms of this Agreement, and any tools included with such software product (including, in the case of the “Cloud Platform” version of our Products, the MicroStrategy cloud provisioning console).

“Protected Data” means any data or information that is subject to regulation under Applicable Data Protection Law.

“Representative” means any of your affiliates, your third-party contractors and anyone else accessing or using a Product or Service on your behalf or through your systems, including any Named Users.

“Service” means any service provided by us pursuant to this Agreement, including technical support, education, consulting and the MCE Service (or any portion thereof).

“Technical Support Services” means the technical support and maintenance Services provided by us according to our then-current technical support policy and procedure listed at microstrategy.com (“Technical Support Policy”) when the Services are purchased.

“Territory” means the country listed under the “Ship To” address on an order.

“Third-Party Solution” means any product, service, content or item of a third-party.

(包括机器印象)、数据、文本、音频、视频、图像或其他内容。

“指定软件实例”或“DSI”指将被订单上的指定产品访问的单个MicroStrategy元数据数据库或一组相关的MicroStrategy元数据数据库(例如用于生产、开发和测试等)。

“文档”指通常与某一产品一起分发或提供的用户文档或手册,就MCE服务而言,包括MCE服务指南。

“MCE服务”指MicroStrategy云环境服务,这是我们代表您在Amazon Web Services或Microsoft Azure环境中管理的平台即服务产品,其中包括对下述平台和组件的访问:(a)由您许可的我们产品的“云平台”版本(为部署到Amazon Web Services或Microsoft Azure环境中而专门设计的MicroStrategy软件平台的优化版本);(b)云支持;以及(c)您购买的与该等产品一起使用的附加PaaS组件(定义见MCE服务指南)。

“MCE服务指南”指microstrategy.com上列出的MCE服务指南,我们不定期对其进行修改。

“指定用户”指(i)在您的产品许可期限或MCE服务期限内允许使用或访问产品或MCE服务时具有唯一,非通用(例如cashier@abccompany.com是不得使用的通用例子)的登录凭证的单一可识别个人。无论该个人是否为活跃用户或曾经访问或使用过产品或MCE服务以及您没有永久将其替换为另一个人,该指定用户即为有效;或(ii)具有如下行为之没有登录凭证的单个个人:通过对产品或MCE服务的使用,在您的产品许可或MCE服务期间的任何时间,收到或已经收到产品或MCE服务直接生成的报告、消息或其它输出的单个个人。

“产品”指根据本协议条款许可您使用的,订单上指定的,一般可用的MicroStrategy软件产品,以及该等软件产品附带的任何工具(就我们产品的“云平台”版本而言,包括MicroStrategy云配置控制台)。

“受保护数据”指受适用的数据保护法律约束的任何数据或信息。

“代表”指您的任何关联公司、您的第三方承包商以及代表您或通过您的系统访问或使用产品或服务的任何其他人员,包括任何指定用户。

“服务”指我们根据本协议提供的任何服务,包括技术支持服务、培训服务、咨询服务和MCE服务(或前述服务的任何部分)。

“技术支持服务”指我们根据microstrategy.com上列出的,用户购买服务当时届时有效的技术支持政策和程序(“技术支持政策”)提供的技术支持与维护服务。

“地区”指订单上的“收货地址”下列出的国家。

“第三方解决方案”指第三方的任何产品、服务、内容或物品。

“更新”指我们在您取得产品许可后为产品提供的后续商业版本发布。

<p>“Update” means a later commercial release of a Product made available after you license the Product.</p>	
<p>2. Certain Obligations and Restrictions</p> <p>You are responsible for compliance with this Agreement by your Representatives. You acknowledge that the Products may not restrict use of or access to the licensed amounts and do not ensure your compliance with this Agreement. You are also responsible for the proper operation of your network and your equipment used to connect to the Products or the MCE Service. You and your Representatives will not (a) copy, display, distribute, or otherwise use a Product or the MCE Service in any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify any Product or the MCE Service or any portion thereof except as expressly provided in the Documentation; or (c) modify, tamper with or repair any Product or any other software included in the MCE Service; or (d) reverse engineer, decompile or disassemble any Product or such software or the metadata created by a Product or such software, or apply any other process or procedure to derive the source code of any Product or such software; or (e) interfere with or disrupt the integrity or performance of a Product or the MCE Service; or (f) attempt to gain unauthorized access to a Product or the MCE Service or its related systems or networks; or (g) access or use any Product or the MCE Service in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (h) use a Product or the MCE Service to develop any product or service that is in any way competitive with any of our product or service offerings; or (i) make available to any third-party any analysis of the operation of a Product or the MCE Service, including any benchmarking results, without our prior written consent; or (j) use any Product or the MCE Service to provide time-sharing services, software-as-a-service offering, service bureau services or similar services; or (k) use a Product or the MCE Service to store or transmit (1) material in violation of third-party privacy rights; or (2) libelous, or otherwise unlawful or tortious material; or (3) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (4) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.</p> <p>As required for our performance pursuant to this Agreement and an order, you are also required to (A) provide us with reliable, accurate and complete information; and (B) make decisions and obtain required management approvals in a timely manner; and (C) obtain all consents, approvals and licenses necessary for use of any software, services, data or other items provided by you or on your behalf; and (D) cause your third-party contractors and licensors to cooperate with us.</p>	<p>2. 特定义务与限制</p> <p>您有责任确保您的代表遵守本协议。您承认产品可能不会限制对许可权数额的使用或访问，并且不确保您遵守本协议。您还有责任确保用于连接产品或MCE服务的您的网络和设备正常工作。您和您的代表将不会 (a) 以本协议未明确批准的任何方式或出于本协议未明确批准的任何目的，复制、展示、分发或以其他方式使用某一产品或MCE服务；或者 (b) 创建产品的衍生作品，或以其他方式修改任何产品或MCE服务或其任何部分，但文档有明确规定的除外；或者 (c) 修改、篡改或修理任何产品或MCE服务中包含的任何其他软件；或者 (d) 对任何产品或该等软件或由产品或该等软件创建的元数据进行反向工程、反编译或反汇编，或使用任何其他方式或程序以获取任何产品或该等软件的源代码；或者 (e) 干扰或破坏产品或MCE服务的完整性或性能；或者 (f) 试图在未授权的情况下擅自访问产品或MCE服务或与其相关系统或网络；或者 (g) 以避免产生费用或超出使用限制或限额的方式，访问或使用任何产品或MCE服务；或者 (h) 使用产品或MCE服务以开发与我们的任何产品或服务形成竞争的产品或服务；或者 (i) 未经我们事先书面同意，向任何第三方提供对产品或MCE服务运行情况所作的分析，包括任何基准结果；或者 (j) 使用任何产品或MCE服务以提供分时服务、软件即服务产品、服务机构类服务或类似服务；或者 (k) 使用产品或MCE服务存储或传送 (1) 违反第三方隐私权的材料；或者 (2) 诽谤性质或其他非法或侵权的材料；(3) 侵犯任何实体或个人的著作权、商标、专利、商业秘密或者其他所有权的材料；或者 (4) 病毒、特洛伊木马、蠕虫、定时炸弹、清除程序、已损坏文件或任何其他类似的软件或程序。</p> <p>为使我们能够根据本协议和订单履行义务，您还需要 (A) 向我们提供可靠、准确和完整的信息；以及 (B) 及时作出决定并及时获得所需的管理层批准；(C) 取得使用您提供的或代表您提供的任何软件、服务、数据或其他物品所需的所有同意、批准和许可；以及 (D) 促使您的第三方承包商和许可方与我们合作。</p>
<p>3. Intellectual Property Ownership</p> <p>We, our affiliates and our licensors will own all right, title and interest in and to all Products. You will be and remain the owner of all rights, title and interest in and to Customer Content. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “Trademarks”). 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>3. 知识产权归属</p> <p>我们、我们的关联公司以及我们的许可方将拥有所有产品中的一切权利、所有权和权益。您将是并保持为客户内容中一切权利、所有权和权益的所有人。每一方将拥有并保留其对其商标、徽标和其他品牌元素（统称“商标”）的一切权利。一方因本协议将其对其商标拥有的任何权利或许可授予另一方的，则另一方对该等商标的使用须遵循拥有商标的一方书面提供的合理商标指南。</p>
<p>4. Term and Termination</p> <p>This Agreement, orders and Product licenses may only be terminated according to this section. You may terminate this Agreement, any order or Product license at any time by providing written notice to us. We may terminate this Agreement, any order or Product license at any time following our written notice to you that you have breached a material provision of this Agreement, if you do not cure the breach</p>	<p>4. 期限与终止</p> <p>本协议、订单和产品许可仅能根据本条终止。您可以随时书面通知我们终止本协议、任何订单或产品许可。在我们向您发出通知告知您有实质性违约行为后，如果您未在违约通知日期后的三十 (30) 日进行纠正，我们可以即时终止本协议、任何订单和产品许可。除了双方在本协议规定的权利之外，如果我们</p>

<p>within thirty (30) days following the date of such notice of breach. In addition to the parties' rights under this Agreement, in the event we issue such notice of breach, the parties agree to make senior executives available within five (5) business days of receipt of such notice to discuss such breach and cure. We may also terminate this Agreement, any order or Product license upon written notice to you, as provided in the "Indemnification" section of these General Terms or the applicable "Additional Limited Warranties and Remedies" section of this Agreement. Upon termination of this Agreement or an order, all fees that you are obligated to pay as of the date of termination will be immediately due and payable. Upon termination of this Agreement or all orders, this Agreement, all Product licenses and your right to access the MCE Service, and any and all rights to receive Technical Support Services will terminate. When a Product license terminates, you will immediately cease using the Product.</p>	<p>发出违约行为的通知，双方同意，在收到该通知的五个（5）个工作日内，让高层主管对违约行为及其纠正方案进行商讨。我们也可以书面通知您根据本协议“一般条款”的“补偿”或适用的“额外有限保证和救济”部分之规定终止本协议、任何订单或产品许可。本协议或订单终止之时，您截至终止之日有义务支付的所有费用将立即到期应付；本协议、所有产品许可、您访问MCE服务以及收到技术支持服务的权利也即时终止。产品许可终止时，您需立即停止使用产品。</p>
<p>5. Indemnification</p> <p>We will defend you, at our expense, against any third-party claim, demand, suit, or proceeding brought against you by a nonaffiliated third-party alleging that a Product (including a Product that you access through the MCE Service) infringes or misappropriates an intellectual property right of the third-party ("Claim") 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. If your use of the Product is enjoined in connection with the Claim or we believe it reasonably could be enjoined, 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 right to access and use the Product and refund any unused, prepaid Technical Support Services paid for the Product together with a refund of license fees paid for the Product (subject to depreciation on a straight line five-year basis).</p> <p>Notwithstanding the foregoing, we will have no indemnification obligation for any Claim arising from or based upon (a) 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 (b) any modification of a Product not authorized by us in writing, if the Claim would not have arisen without such modification; or (c) the combination of a Product with any third-party products, services or business processes not provided by us as part of a Product, if the Claim would not have arisen without such combination, or (d) the use of a Product in an unlawful or unauthorized manner, or (e) use of a prior version of a Product, if use of a newer version of the Product made generally available to our customers current on Technical Support Services would have avoided the Claim, following our written notification to such customers regarding the availability of such newer version (with the publishing of information or announcements on our website being sufficient for the purpose of providing such notice), or (f) the use of Customer Content or a Third-Party Solution. You will indemnify, defend and hold us harmless from and against any losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) incurred in connection with claims brought against us by a non-affiliated third party or any of your employees as a result of the allegation that Customer Content infringes, misappropriates, or otherwise violates the rights of any third party.</p> <p>The indemnifying party's obligations under this section only arise if the indemnified party (1) promptly gives the indemnifying party written notice of such claim; and (2) 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 (3) provides to the indemnifying party all available information and reasonable assistance necessary to defend or settle such claim; and (4) has not compromised or settled such claim without the indemnifying party's written approval.</p>	<p>5. 补偿</p> <p>就非关联公司的第三方指控某一产品（包括您通过MCE服务访问的产品）侵犯或盗用第三方知识产权而对您提起的任何第三方索赔、要求、诉讼或其他法律程序，我们将自行承担费用为您进行抗辩，赔偿您（“索赔”）并使您免于因任何最终裁决向第三方权利请求人支付赔偿金或就索赔达成的和解遭受损害。如果索赔导致您被禁止使用产品，或者我们合理地认为您可能会被禁止使用产品，我们可以选择修改产品使其不侵权（同时实质上保留其效用和功能）或获得许可以便您可以继续使用产品，或在这两种变通方式在商业上均不合理的情况下，则我们可以终止您访问和使用产品的权利，并返还您已为产品支付的、任何未使用的预付技术支持服务费，以及您已为产品支付的许可费（按直线法扣除五年折旧）。</p> <p>尽管有前述规定，对于下述原因引起或基于下述原因的任何索赔，我们将不负有赔偿义务：（a）滥用产品或未经授权使用产品，或超出文档指定的使用范围使用产品，且若无该等使用将不会产生索赔；或者（b）在未经我们书面授权的情况下修改产品，且若无该等修改将不会产生索赔；或者（c）将产品与并非由我们提供并作为产品一部分的任何第三方产品、服务或商业流程结合，且若无该等结合将不会产生索赔；或者（d）以非法或未经授权的方式使用产品；或者（e）使用产品的先前版本，且若使用我们当前技术支持服务的客户普遍可以获得的较新版本产品，在我们向该客户们发出有关此类较新版本可用性的书面通知后，原本可以避免索赔（在我们网站上发布的信息或公告均足以提供此类通知）；或者（f）使用客户内容或第三方解决方案。对于因指控客户内容侵犯，盗用或以其他方式侵犯任何第三方的权力，导致非关联第三方或您的任何员工向我们提出的索赔而产生的任何损失，责任，损害，成本和费用（包括合理的律师费），您将向我们作出赔偿，辩护并使免受损害。</p> <p>仅当被赔偿方（1）及时以书面形式将其索赔通知赔偿方；以及（2）允许赔偿方独自控制抗辩和其索赔的和解（前提是赔偿方不得在未经被赔偿方同意的情况下，达成促使被赔偿方承担责任，或承认被赔偿方有过错的其索赔）；以及（3）向赔偿方提供辩护或和解所需的一切可用信息和合理协助或解决其索赔；以及（4）没有在未经赔偿方书面同意的情况下作出妥协或解决其索赔，方产生本条规定的赔偿方义务。</p> <p>本条规定阐明了我们对您唯一、排他和全部的责任，并且是您可以获得的与侵犯第三方知识产权有关的唯一救济。</p>

<p>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>6. Limited Warranties and Remedies</p> <p>Each party warrants that the individual entering into this Agreement and any order governed by this 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>You acknowledge that the direct or indirect transfer of a Product contrary to United States law or any other applicable law is prohibited. You warrant that (a) you are not a Restricted Party or located in a Restricted Country; and (b) you are not controlled by or acting on behalf of any Restricted Party or anyone headquartered or located in a Restricted Country; and (c) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party or Restricted Country. <u>“Restricted Party”</u> means any person or entity that is (1) 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; or (2) a national or resident of, or an entity or governmental authority in a Restricted Country. <u>“Restricted Country”</u> means any country or territory that is or becomes subject to comprehensive sanctions by the United States or another applicable country or 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).</p> <p>EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT. WE DO NOT WARRANT AND ARE NOT RESPONSIBLE FOR ANY THIRD-PARTY PRODUCTS OR SERVICES AND YOUR SOLE AND EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES WILL NOT EXCEED THOSE PROVIDED BY THE THIRD-PARTY PROVIDER TO US.</p> <p>If you exceed the scope of your rights to our products, we will have the right to invoice you and you agree to pay us, within twenty (20) days from the date of the invoice, the license fees for such excess for each applicable product and any related Technical Support Services fees, calculated at our standard list prices in effect as of the date we discover such excess and measured over the timeframe during which you exceeded the scope of your rights to our products. 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. These remedies are in addition to any other remedies or relief, including termination rights, already provided in this Agreement or available at law. You agree that this provision is not intended to be a penalty but is instead designed to protect our legitimate business interests. In addition, you agree that we will be entitled to preliminary injunctive relief in the event of an uncured breach of this Agreement, including but not limited to breach of the “Audit” section due to the importance of verifying compliance, and you waive any bond requirement in connection with any request for such relief.</p>	<p>6. 有限保证与救济</p> <p>各方保证，代表其签订本协议以及受本协议管辖的任何订单的个人，有权代表其签订本协议或任何该等订单，并且每一方保证其行使本协议规定的权利和履行本协议规定的义务时将遵守所有适用的制定法、普通法、规则和条例。</p> <p>您承认违反美国法律或任何其他适用法律直接或间接转让产品属于禁止行为。您保证（a）您并非受限制方或位于受限制国家；以及（b）您不受任何受限制方或总部或位于受限制国家的任何人的控制，也不代表任何受限制方行事；以及（c）您或您的任何雇员、代理人或承包商均不会转让或允许转让任何产品给任何受限制方或受限制国家。<u>“受限制方”</u>指任何个人或实体，其属于（1）美国政府或任何其他适用的政府禁止接受出口或服务的任何人员和实体清单中列出的个人或实体；或（2）受限制国家的国民或居民，或受限制国家内的实体或政府机构。<u>“受限制国家”</u>指已经或将受到美国或相关国家全面制裁或被禁止接收适用出口管制下的产品（包括但不限于白俄罗斯，古巴，伊朗，北朝鲜，俄罗斯，叙利亚以及乌克兰区的克里米亚，卢甘斯克人民共和国，顿涅茨克人民共和国）的任何国家或区域。</p> <p>除本协议明确规定的保证或承诺外，我们不对任何产品或服务作出任何明示或默示的保证或承诺，包括但不限于关于适销性、适用于特定用途、系统集成、所有权、质量令人满意和不构成侵权的默示保证。对于任何第三方产品或服务，我们不提供保证也不承担任何责任。您可以享有的与第三方产品或服务有关的唯一和排他的权利和救济，均不会超过由第三方供应商提供给我们的权力和救济。</p> <p>对于我们的产品，如果您超出了您的产品许可所授权的范围，我们有权为此向您开具发票，并且您同意在发票开具之日起二十（20）天内向我们支付超额许可费：对每种适用产品和任何相关技术支持服务费，按照我们的当前有效标准单价，并加入自我们发现超出了您的产品许可所授权的范围之日起的时间段的考量计算。您进一步同意，如果我们已停止供应您超出了您的产品许可所授权的某个产品，则我们以该产品的最后可用标准价格或其后继产品的当前标准定价中价格较高者计算所欠数额。这些救济措施是对本协议已规定或可在法律上获得的任何其他补救措施或救济（包括终止权利）的补充。您同意，此规定并非旨在构成惩罚，而是旨在保护我们的合法商业利益。此外，您同意，如果出现未被纠正的违约行为（由于验证合规的重要性，包括但不限于违反“审计”条款），我们将有权获得初步禁制令救济，并且您放弃任何与此类救济请求有关的保证金要求。</p>
<p>7. Limitation of Liability</p>	<p>7. 责任限制</p>

<p>EXCEPT FOR OUR OBLIGATIONS UNDER THE “INDEMNIFICATION” SECTION OF THIS AGREEMENT, 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 TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. WE AND OUR AFFILIATES WILL ONLY BE LIABLE FOR DAMAGES SOLELY AND DIRECTLY ARISING FROM OUR OR OUR AFFILIATES’ BREACH OF THIS AGREEMENT, AND 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, PUNITIVE, 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>除本协议“补偿”部分规定的义务外，我们以及我们所有的关联公司和许可方，对您和您的所有关联公司所负的与本协议相关的累计责任总额，将不会超过您首次提出赔偿请求之前的十二（12）个月内您向我们支付的费用。我们和我们的关联公司仅对因我们或我们的关联公司违反本协议而唯一且直接造成的损失负责，并且即使我们或我们的任何关联公司或任何许可方已被告知损害赔偿的可能性，且即使约定的救济未达到其基本目的或因任何其他原因被认定为不可执行，我们或我们的任何关联公司或任何许可方，在任何情况下均不对您或您的任何关联公司承担任何间接、特殊、附带、惩罚性、衍生性或惩戒性损害赔偿，不论该等责任系基于合同、侵权或其他理由。</p>
<p>8. Orders and Payment</p> <p>You will be invoiced upon execution of and according to the terms of an order. Except as otherwise provided in this Agreement or 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. You agree to negotiate in good faith a prompt resolution of any disputed amounts. 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 all orders so that all amounts payable by you become immediately due and payable. In addition, 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 in any order or as provided in the “Term and Termination” section of this Agreement, all orders are firm and not subject to cancellation, return, refund or offset by you.</p>	<p>8. 订单与支付</p> <p>在签署订单后我们将根据订单的条款向您开具发票。除非本协议或订单中另有规定，您应自发票日期起三十（30）日内，以订单列出的货币全额支付应付予我们的所有费用，超过该期限的视为逾期未付。所有费用均不含税，税款将由您承担（对我们的收入征收的税款除外）。发票相关争议必须自发票日期起三十（30）日内提出，否则发票视为准确无误。您同意与我们进行善意商讨以便及时解决有争议的金额。如果本协议下的任何无争议发票在到期后30日或更长时间仍未支付，在不限制我们其他权利和救济的情况下，我们可以要求您提前支付所有订单下您未付的所有费用，如此您应付的所有款项将立即到期。此外，对于任何到期未付的款项，我们将于自到期日至付款日的期间内，按每月百分之一点五（1.5%）或法律允许的最高利率（以较低者为准）向您收取滞纳金。除另在任何订单或本协议的“期限与终止”部分有说明外，所有订单均为已确定订单，您不得取消、退货、要求退款或抵消。</p>
<p>9. Audit</p> <p>You will keep accurate and complete records relating to your activities under this Agreement necessary to demonstrate your compliance with this Agreement, including but not limited to (i) a list of servers and applications that run MicroStrategy server software and where MicroStrategy server software is installed (“<u>Server List</u>”); (ii) reports generated by enabling all the functionality of the native audit tools included with the Products, including License Manager and Enterprise Manager reports; (iii) a report from your user directory that includes a list of all individuals who have access to or have had access to each Product and all individuals who receive or have received reports, messages or other output directly generated by the Products; (iv) for each environment where Platform Analytics is enabled, an .mstr file for such environment and all other data accessible through the “Send Diagnostic” function in the Products and an export of the Compliance Telemetry Dossier with user privilege and status details; and (v) an accurate and complete map of your entire technical MicroStrategy environment and server landscape that includes a breakdown of installations and systems (collectively, “Records”). You agree to maintain such Records during the term of this Agreement and for five (5) years following the termination or expiration of this Agreement.</p> <p>Within ten (10) days following our written request, you will (1) certify to us in a writing signed by an officer of your company that you are in compliance with this Agreement and (2) provide us with any and all Records we specify in such request. In addition, within ten (10) days</p>	<p>9. 审计</p> <p>您将为您根据本协议开展的活动保存准确、完整的记录以证明您遵守本协议，包括但不限于 (i) 运行 MicroStrategy 服务器软件以及安装 MicroStrategy 服务器软件的服务器和应用程序的列表（“<u>服务器列表</u>”）；(ii) 通过启用产品附带的本土审核工具的所有功能生成的报告，包括“License Manager”和“Enterprise Manager”报告，(iii) 来自您的用户目录的报告，其中包括有权访问或已经访问每个产品的所有个人以及收到或已经收到由产品直接生成的报告，消息或其它输出的所有个人的名单列表；(iv) 对于启用 Platform Analytics 的每个环境，此类环境的mstr 文件以及可通过产品中的“Send Diagnostic”功能访问的所有其他数据以及一份导出含有用户权限和状态详情的合规遥测档案；(v) 一份您的整个MicroStrategy 技术环境和服务器格局的准确完整地图，其中包括安装和系统的细分（统称为“记录”）。您同意在本协议有效期内以及本协议终止或到期后五 (5) 年内保留此类记录。</p> <p>我们向您提出书面请求后十（10）日内，您将：(1) 以书面形式（由贵公司的高级管理人员签署）向我们证明您遵守本协议，并且(2)将向我们提供我们在书面请求中指明的任何及所有记录。此外，在我们向您提出书面请求后十（10）日内，我们可以（由我们全权决定）在正常营业时间内 (i) 到您的设施审计您的记录，在审计过程中我们将遵守您合理的设施安全要求；并</p>

<p>following our written request, we may, at our sole discretion, audit your Records (i) at your applicable facility during normal business hours and subject to your reasonable facility security requirements and/or (ii) by remote or electronic means. We will pay our costs for this audit unless the audit finds a lack of compliance by you of five percent or more over your licensed capacity, in which case you will reimburse us for the costs of the audit within twenty (20) days of receiving an invoice from us. If our review and audit of your Records reveals that you have exceeded the scope of your license to the Products, our remedies will be as set forth in this Agreement, including but not limited to the “Term and Termination” and “Limited Warranties and Remedies” sections of this Agreement, or available at law.</p>	<p>且/或者 (ii) 此审计可通过远程或电子方式进行。我们将支付我们的审计费用，除非审计发现您有许可权总量百分之五或以上的部分违反合规，在这种情况下，您须在收到我们的发票之日起的二十（20）天内向我们偿还审计费用。如果我们对您的记录的审查和审核表明您已经超出了您的产品许可范围，则我们的救济将按照本协议的规定进行，包括但不限于本协议的“期限与终止”和“有限保证与救济”条款或可在法律上获得的。</p>
<p>10. Data Protection</p> <p>You will not transfer to us or provide us any access to any Protected Data in connection with this Agreement, including 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 or uploaded or transferred to the MCE Service.</p> <p>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. As between you and us, for purposes of this Agreement and Applicable Data Protection Law, you are the “data controller” and we are acting on your behalf as a “data processor” with respect to Protected Data that you or your Representatives upload or transfer to the MCE Service. If you upload or transfer Protected Data to the MCE Service, you will enable encryption of report caches and intelligent cubes which are saved to disk.</p>	<p>10. 数据保护</p> <p>您将不会因本协议向我们转移任何受保护数据，或向我们提供任何受保护数据的访问权限，包括个人数据、受保护健康信息和个人身份信息（该等术语的定义见适用的数据保护法律），但与您联系人有关的受保护数据或上传或转移到MCE服务的受保护数据除外。</p> <p>我们已采取适当技术措施、组织措施和安全措施，以保护您向我们提供的受保护数据。我们可以访问和使用您提供给我们的受保护数据，并将其转移给我们的关联公司和第三方（包括位于欧洲经济区以外的），以履行我们的义务和行使我们的权利、向您提供信息并遵守我们的法律要求和审计要求（仅限于此目的）。就本协议和适用数据保护法律而言，在您和我们之间您是“数据控制者”，而我们是“数据处理者”，代表您处理您或您的代表上传或转移到MCE服务的受保护数据。如果您将受保护数据上传或转移到MCE服务，您将启用对保存到磁盘的报告缓存和智能多维数据集的加密保护。</p>
<p>11. Confidentiality</p> <p>Under this Agreement, Confidential Information may be accessed or disclosed between the parties. “Confidential Information” means any information identified as confidential at the time of disclosure, or that reasonably should be understood to be confidential in view of the information’s nature or circumstances around its disclosure, and will in all cases include pricing terms, the terms of this Agreement or any order governed by this Agreement, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, and customer lists; generic tools and objects related to our products created by us during the provision of consulting Services are also considered our Confidential Information. Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; or (b) was in the receiving party’s lawful possession prior to the disclosure; or (c) is lawfully disclosed to the receiving party by a third-party without restriction on the disclosure; or (d) is independently developed by the receiving party. Security is important to us and our customers, and we strongly recommend that you share with us the results of any penetration tests that you conduct on our Products (which is considered solely our Confidential Information) so that we may utilize that information to improve our Products.</p> <p>Each party agrees to hold the other party’s Confidential Information in confidence during the term of this Agreement and for a period of five (5) years after the termination of this Agreement (other than with respect to trade secrets, which shall be held in confidence following such period in accordance with this section), and to disclose such Confidential Information only to those employees or agents who have a need to know such Confidential Information and are required to protect it against unauthorized disclosure. Notwithstanding the foregoing, either party may disclose the other party’s Confidential Information to a federal or state governmental entity to the extent such</p>	<p>11. 保密</p> <p>在本协议下双方可以获取或披露机密信息。“机密信息”指在披露时被识别为机密的信息，或者根据信息的性质或披露时的情形应合理地理解为机密的信息。在所有情况下机密信息均包括价格条款、本协议的条款、受本协议管辖的任何订单、软件、技术、经营计划、技术规格、产品开发计划、营销计划、教育材料以及客户名单；与我们在提供咨询服务期间创建的产品相关的多功能工具和对象也被认为是机密信息。机密信息不包括（a）并非由于接收方的作为或不作为而属于或成为公有领域一部分的信息；或者（b）接收方在披露前合法占有的信息；或者（c）由披露上不受限制的第三方合法地向接收方披露的信息；或者（d）接收方独立开发的信息。安全对我们和我们的客户均具有重要意义。如果您对我们的产品进行渗透测试，我们强烈建议您与我们分享测试结果（仅被视为我们的机密信息），以便我们可以据此改进我们的产品。</p> <p>每一方均同意在本协议期限内以及本协议终止后五（5）年内对另一方的机密信息进行保密（商业秘密除外，商业秘密应在该五年期限届满后继续根据本条规定进行保密），仅向其需要了解机密信息的雇员或代理人披露机密信息，且要求该等雇员或代理人保护机密信息免遭擅自披露。尽管有前述规定，任何一方均可以在法律要求披露的情况下向联邦政府机构或州政府机</p>

<p>disclosure is required by law, so long as the receiving party notifies the disclosing party in advance of the required disclosure as soon as reasonably practicable to allow the disclosing party to contest the disclosure.</p> <p>Upon termination of this Agreement and 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 destroy or return, at the sole discretion of the disclosing party, all Confidential Information of the disclosing party in the receiving party's possession or control.</p>	<p>构披露另一方的机密信息，只要接收方在合理可行范围内尽快提前通知披露方，以便披露方对披露提出异议。</p> <p>本协议终止之时，除在正常网络备份过程中制作的电子副本或本协议另有规定外，接收方将按照披露方的决定，及时销毁或退还接收方占有或控制的属于披露方的一切机密信息。</p>
<p>12. Notices</p> <p>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>12. 通知</p> <p>通知将采用书面形式，并且在下列情形下视为已送达：（a）已通过专人递交；或者（b）已通过电子邮件发送；或者（c）已通过次日达商业快递公司发送。请您将通知发送到：MicroStrategy Incorporated，收件人：总法律顾问，地址：1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States，电子邮箱：crequest@microstrategy.com。</p>
<p>13. Assignment</p> <p>This Agreement or any order or Product license governed by this Agreement may not be assigned or otherwise transferred in whole or in part by you, including by operation of law, without our prior written approval. Any unauthorized assignment or transfer of this Agreement, an order or a Product license by you to a third-party will constitute a material breach of this Agreement.</p>	<p>13. 转让</p> <p>未经我们事先书面同意，您不得全部或部分转让本协议或受本协议管辖的任何订单或产品许可，包括不得依法进行转让。您未经我们同意将本协议、订单或产品许可转让给第三方将构成严重违反本协议。</p>
<p>14. Governing Law, Jurisdiction and Disputes</p> <p>This Agreement and the parties' relationship under it will be interpreted under and governed by the laws of the applicable jurisdiction set forth in the Territory-Specific Terms ("<u>Governing Law</u>"), 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 or the parties' relationship under it will be subject to the exclusive jurisdiction of the applicable courts identified in the Territory-Specific Terms. 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 reasonable attorney fees.</p>	<p>14. 适用法律、司法管辖权和争议</p> <p>本协议及本协议下双方的关系适用地区特定条款中指定的相关司法管辖区的法律（“<u>适用法律</u>”）并依其进行解释，排除任何管辖区的法律选择或冲突法原则。本协议不适用《联合国国际货物销售合同公约》。由本协议或本协议下双方的关系引起的或与之有关的任何争议、诉讼、权利要求或诉由，由地区特定条款中指定的相关法院专属管辖。双方特此不可撤销地接受该等法院及其审判地的专属管辖，案件将在该等法院进行审理，并放弃在任何该等诉讼中由陪审团进行审判的权利。在任何争议中胜诉方有权向败诉方追回其行使诉讼请求产生的费用，包括合理的律师费。</p>
<p>15. Third-Party Solution Connectors</p> <p>When you access any Third-Party Solution (including third-party data sources) with connectors included as part of the Products or the MCE Service, you agree and acknowledge that (a) you may 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 or MCE Service; and (c) we are not responsible for interruptions of service caused by the Third-Party Solution provider; and (d) if we have a business relationship with the Third-Party Solution provider, that relationship is subject to termination and cancellation; (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 or the MCE Service and (f) you are solely responsible for licensing the use of third-party data sources accessed by our Products.</p>	<p>15. 第三方解决方案连接器</p> <p>当您通过作为产品或MCE服务一部分的连接器，访问任何第三方解决方案（包括第三方数据源）时，您同意并确认：（a）您可以从第三方解决方案提供商的服务器下载内容；以及（b）您通过连接器访问第三方解决方案的目的，是将第三方解决方案与产品或MCE服务结合使用；以及（c）我们对第三方解决方案提供商造成的服务中断不承担责任；以及（d）如果我们与第三方解决方案提供商有业务关系，该关系可能会被终止和取消；（e）您不得删除或隐藏产品或MCE服务的任何输出中包含或附带的任何专利、版权、商标、所有权声明和/或图例；以及（f）您独自负责取得通过我们产品访问的第三方数据源的使用许可。</p>
<p>16. Non-Solicitation</p> <p>Except for hiring an employee (or independent contractor or agent) of the other party to fill a job opening that was publicly announced and to which the applicable employee (or independent contractor or agent) responded, during the term of this Agreement and for one (1) year</p>	<p>16. 禁止招揽</p> <p>除了雇用另一方的雇员（或独立承揽人或代理人）填补公开发表的职位空缺，且另一方的相应雇员（或独立承揽人或代理人）应聘外，在本协议期限内和本协议终止或到期后一（1）年</p>

<p>following termination or expiration of this Agreement, neither party will hire or directly or indirectly solicit any employee (or independent contractor or agent) of the other party who has provided services or performed obligations under this Agreement in the previous twelve (12) months.</p>	<p>内，任何一方均不会雇用或直接或间接招揽在过去十二（12）个月内根据本协议提供服务或履行义务的另一方的任何雇员（或独立承揽人或代理人）。</p>
<p>17. Other Provisions</p> <p>The latest version of the Agreement incorporated into an order governs all of your prior orders. Notwithstanding the foregoing, if a version of this Agreement with a fixed effective date is in effect between the parties, such agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. 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. In the event of a conflict between or among the terms of this Agreement or an order, the following order of precedence will apply: first, the applicable order (but only with respect to the order); second, the applicable product- or service-specific section of this Agreement; third, the General Terms; and fourth, any other document incorporated into the Agreement. This Agreement supersedes the terms of a “click wrap” license included in the Products. If you enter into an order for Products or Services with an authorized MicroStrategy reseller (“Reseller”), (i) such document will constitute an order under this Agreement and (ii) your payment obligations under such order will be to the Reseller, provided that any transactions between you and the Reseller for other products and services (such as professional services provided by the Reseller or another Third-Party Solution Provider sold by the Reseller) will not be a part of this Agreement. For clarity, your use of our Products and Services will be governed exclusively by the terms of this Agreement, notwithstanding any additional or conflicting terms in your order with the Reseller. Non-payment of fees owed to a Reseller under such order will constitute a material breach of this Agreement. Each party has the right to issue a mutually-agreed press release that includes a quotation from one of the other party’s senior executives. Each party grants the other the right to use its name and logo in public communications, on websites, in presentations, in marketing collateral and at marketing events. Neither party will be responsible for delay of performance due to causes beyond its control. We may collect usage and diagnostic data related to your use of the Products to help us improve our Products and Services, better our customer service and enhance customer experience (“<u>Diagnostic Information</u>”); Diagnostic Information will not include Protected Data. Our security Products are not designed 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. 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 a Product or the MCE Service. 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 license a Product or purchase access to the MCE Service 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 the MCE Service; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of a Product or the MCE Service may be included in a future update or release of a Product or the MCE Service; or (c)</p>	<p>17. 其他规定</p> <p>并入订单中的本协议最新版本适用于您之前的所有订单。尽管有前述规定，如果双方之前已签署本协议的一个有效版本并具有固定生效日期，除了每一方的授权代表以书面形式签署，该协议的修订或修改都无效。本协议的条款和任何相关订单的条款，将取代您生成并提供给我们的任何采购订单或其他订购文件中的条款。任何该等采购订单中载明或引用的任何交易条款（名称、数量和地址除外）对我们均不具有约束力。本协议条款或订单之间产生冲突的，适用下述优先顺序：首先，相关订单（仅就订单而言）；其次，本协议中相关产品或特定服务的部分；第三，一般条款；第四，并入本协议的任何其他文件。本协议取代产品中包含的“点击”许可条款。如果您与 MicroStrategy 授权转销商（“转销商”）签订了产品或服务的订单，则 (i) 该文件将构成本协议下的订单，并且 (ii) 您根据该订单产生的付款义务的对象为转销商，但是您与转销商之间就其他产品和服务（例如转销商提供的专业服务或转销商出售的其他第三方解决方案）进行的任何交易均不属于本协议的一部分。在此澄清，即使您与转销商的订单中有任何其他或冲突的条款，您对我们产品和服务的使用将受本协议条款的专属约束。不根据该订单对转销商的欠款进行支付将构成对本协议的实质违约。每一方均有权发布经双方商定的援引另一方高级主管言语的新闻稿。每一方均授予另一方在公众通信、网站、演示文稿、营销材料和营销活动中使用其名称和徽标的权利。任何一方因其无法控制的原因延迟履行的无需担责。我们可以收集与您使用产品相关的使用数据和诊断数据（“<u>诊断信息</u>”），以帮助改进产品和服务、改善客户服务并增强客户体验。诊断信息不包括受保护数据。对设施或系统的物理访问或逻辑访问的延迟或失败可能威胁到健康或安全，或可能导致财产损失、环境损害或类似损害，而我们的安全产品并非旨在管理该等物理访问或逻辑访问。有合法管辖权的法院认定本协议任何条款无效或不可执行的，则解释该等条款时应尽可能反映其原本意图，而本协议所有其他条款仍然完全有效。订立本协议或您使用产品或 MCE 服务，并不导致您与我们之间存在合营、合伙、雇佣或代理关系。您或我们未能行使本协议规定的任何权利或未能执行本协议的任何条款，并不构成您或我们放弃该等权利或条款，有权行使权利或执行条款的一方以书面形式确认并同意放弃的除外。可合理地预期在本协议终止后继续有效的本协议项下的任何条款，将在本协议终止后继续有效。本协议无预期第三方受益人。您声明，您决定为产品取得许可或购买对 MCE 服务的访问权限，并非基于 (a) 我们就我们产品或 MCE 服务可普遍获得的最新版本时未提供的功能或特性作出的任何口头或书面评论；或者 (b) 期望产品或 MCE 服务的未来更新或版本，有可能含有在产品或 MCE 服务的演示、beta 评估、路线图介绍中展示的任何额外特性或功能；或 (c) 任何目前无法普遍获得的软件的演示。您进一步确认，MCE 服务或产品任何其他特性或功能的开发、发布及时间完全由我们决定。如您将我们的产品或服务部署为外联网应用程序的一部分，则表示您同意显示“由 MicroStrategy 提供支持”或我们指定的其他特定类似商标。如果您通过订单购买 MicroStrategy World 通行证，购买价款不予退还，该通行证仅针对签署订单后发生的下一次 MicroStrategy World 活动有效；如果未兑换并用该次 MicroStrategy World 活动，则其没有剩余价值，不能用于参加任何其他 MicroStrategy 活动。本协议以及受本协议管辖的任何订单构成您与我们之间的全部协议，并取代之前或同期的所有书面或口头谈判、讨论、协议或声明。双方确认并同意，通过电子签名签署的本协议及双方之间的所有其他合同，均为已签署</p>

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 the MCE Service or Products remain at our sole discretion. If you deploy our Products or Services as part of an extranet application, you agree to display “Powered by MicroStrategy” or certain other similar trademarks designated by us. If you purchase a MicroStrategy World pass via an order, that pass is non-refundable and is only valid for the next MicroStrategy World event occurring following the execution of the order; has no residual value if not redeemed for that MicroStrategy World event; and may not be used to attend any other MicroStrategy event. This Agreement and any orders governed by this Agreement comprise the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral. The parties acknowledge and agree that this Agreement and all other contracts between them signed by electronic signatures shall be validly executed contracts and waive any rights to contest the validity or enforceability of such contract due to electronic signatures by one or both parties.

的有效合同，并放弃因一方或双方通过电子签名进行签署而质疑合同有效性或可执行性的权利。

II. ENTERPRISE PLATFORM LICENSE TERMS / 企业平台许可条款

The terms of this Section II (“Enterprise Platform License Terms”) also apply to the licensing and provision of the “Enterprise Platform” version of our Products. Products licensed under these Enterprise Platform License Terms will be designated for use in an “Enterprise Platform for Windows” or “Enterprise Platform for Linux” operating environment on an order.

本第 II 部分的条款 (“**企业平台许可条款**”) 也适用于我们产品“企业平台”版本的许可和提供。根据企业平台许可条款许可的产品，专门用于订单上指定的“Enterprise Platform for Windows”或“Enterprise Platform for Linux”操作环境。

<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 Products identified in an order on servers and workstations in the country to which the Products are delivered; and (b) grant Named Users located anywhere in the world access to the Products (including the Documentation and reports, dashboards, dossiers and other output generated by the Products) in support of your internal business operations, each in accordance with the Documentation and license type(s) and terms specified on an order. We will supply each Product to you by making it available electronically. You may make additional copies of the download files containing the Products for archival purposes.</p>	<p>1. 授予许可。 在符合本协议条款和条件的前提下，我们根据适用法律授予您和您的关联公司非独占、不可转让的许可，准许您和您的关联公司 (a) 将订单上指定的我们的产品，安装到产品目的地国家境内的服务器和工作站上；以及 (b) 授权位于世界任何地方的指定用户访问产品 (包括产品生成的文档、报告、商业智能仪表盘、档案和其他输出)，以支持您的内部业务运营。在两种情形下均需要根据文档以及订单上指定的许可类型和条款进行。我们将通过电子方式向您提供每个产品。您可以额外复制包含产品的下载文件用于存档目的。</p>
<p>2. License Type. Your license to a Product will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.</p>	<p>2. 许可类型。 您的产品许可将为指定用户许可或 CPU 许可，以订单注明的为准。产品的每个指定用户许可赋予指定用户在一个生产环境和最多两个非生产环境中访问和使用该产品的权利。产品的每个 CPU 许可可使您有权将产品分配到一个生产环境以及最多两个非生产环境中的单一 CPU，以便为数量不限的指定用户提供支持。</p>
<p>3. License Duration. The duration of your license to a Product will be for a perpetual or limited term, as specified on an order. Subject to the terms of this Agreement and the applicable order, (a) if a “Perpetual” interval is specified for a Product, you will receive a license to that Product in perpetuity; and (b) if a “License Term” is specified on an order, you will receive a license to the Products listed on that order for the period specified on the order, commencing on the date of delivery of those Products.</p>	<p>3. 许可期长。 您的产品许可期长度为永久或有限期限，以订单注明的为准。根据本协议条款和相关订单条款，(a) 产品的指定时间间隔为“永久”的，您将收到该产品的永久许可；(b) 如果订单上注明了“许可期限”，您将收到订单所列之产品许可，许可期限为以产品交付日期为起始日期的订单上指定期限。</p>
<p>4. Deployment Method. You may only install the Products on servers and workstations under your control in your enterprise data center or under the control of your third-party service provider who hosts the Products on your behalf in a public cloud, and will deploy the Products only in the operating environment specified on the order. If the “Enterprise Platform for Windows” operating environment is specified on the order, you may deploy the Products listed on the order</p>	<p>4. 部署方式。 您只能在您的企业数据中心内受您控制的服务器或工作站上安装产品，或者在代表您于公共云中托管产品的第三方服务提供商控制的服务器或工作站上安装产品，并且您将只在订单指定的操作环境中部署产品。如果订单上指定了“Enterprise Platform for Windows”操作环境，您仅可以在 Microsoft Windows 环境中部署订单上所列之产品，因技术要</p>

<p>solely in a Microsoft Windows environment, except for any Products which technically require deployment in a different operating environment. If the “Enterprise Platform for Linux” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Linux environment, except for any Products which technically require deployment in a different operating environment.</p>	<p>求必须被部署在其他操作环境中的产品除外。 如果订单上指定了“Enterprise Platform for Linux”操作环境, 则您仅可以在 Linux 环境中部署订单上所列之产品, 因技术要求必须被部署在其他操作环境中的产品除外。</p>
<p>5. Renewal of Enterprise Platform Term Licenses. Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, (a) upon expiration of the license term specified on the order, you have the option to renew such term Product licenses for subsequent license terms of equal duration, each at a renewal term license fee equal to the term license fee for the prior, expiring license term (which will not account for any transaction incentives included on a prior order) increased by the greater of CPI and ten percent (10%), and (b) you agree to renew such term Product licenses unless you provide written notice to us at least ninety (90) days before expiration of the then-current license term that you desire not to renew. For each such renewal, we grant you a license to the applicable Products for the duration of the license term effected by the renewal, governed by the same terms and conditions that governed your initial term license purchase.</p>	<p>5. 企业平台期限许可证的续订。除非订单上另有说明, 否则对于您从我们这里购买的所有有限期限产品许可, (a) 订单上注明的许可期限到期时, 您可以选择续订以同等时间长度为期限的该期限产品许可, 每个续订期限许可费用等于上一到期期限许可的费用(先前订单中给予的任何交易折扣不计入其中)加上居民消费价格指数(CPI)和百分之十(10%)中的较高者, 并且(b)您同意持续续订该期限产品许可, 除非您在当前许可期限届满前至少九十(90)日书面通知我们您不会续订该期限许可。对于每次此类续订, 我们会向您授予适用的具有有效许可期限的产品许可, 并受与最初购买期限许可相同的条款和条件约束。</p>
<p>6. Additional Limited Warranties and Remedies. We warrant that (a) for a period of six (6) months from the effective date of an order (“Enterprise Platform Warranty Period”), each Product listed on the order and Updates delivered for the Product during the Enterprise Platform 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. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (1) the correction of the Product errors that caused the breach of the warranty; or (2) replacement of the Product; or (3) 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.</p>	<p>6. 额外有限保证与救济。我们保证 (a) 自订单生效日起六(6)个月内 (“企业平台质保期”), 订单上列出的每个产品以及在企业平台质保期内为产品提供的更新, 其性能将基本符合文档载明的技术规格; (b) 产品的每个版本发布之前, 我们将使用国内认可的病毒扫描程序对其进行扫描, 并在发布该版本的产品前删除该等病毒扫描程序检测到的任何病毒。若我们违反上述 (a) 款所述保证, 您可以获得的唯一救济以及我们的全部责任将为 (1) 更正导致我们违反保证的产品错误; 或者 (2) 更换产品; 或者 (3) 若我们无法合理地实施前述任何一种方案, 我们将退还许可费以及您已为产品支付的、任何未使用的预付技术支持服务, 但产品的许可将被终止。</p>

III. CLOUD PLATFORM LICENSE TERMS / 云平台许可条款

The terms of this Section III (“Cloud Platform License Terms”) also apply to the licensing and provision of the “Cloud Platform” version of our Products, an optimized version of the MicroStrategy software platform built specifically for deployment in an Amazon Web Services or Microsoft Azure environment through the MicroStrategy cloud provisioning console. Products licensed under these Cloud Platform License Terms will be designated for use in a “Cloud Platform for AWS” or “Cloud Platform for Azure” operating environment on an order.

本第 III 部分的条款 (“**云平台许可条款**”) 也适用于我们产品“云平台”版本的许可和提供。“云平台”版本是 MicroStrategy 软件平台的优化版本, 专门设计用于通过 MicroStrategy 云配置控制台部署到 Amazon Web Services 或 Microsoft Azure 环境中。根据云平台许可条款许可的产品, 专门用于订单上指定的“Cloud Platform for AWS”或“Cloud Platform for Azure”操作环境。

<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 Products identified in an order on servers and workstations in the country to which the Products are delivered; and (b) grant Named Users located anywhere in the world access to the Products (including the Documentation and reports, dashboards, dossiers and other output generated by the Products) in support of your internal business operations, each in accordance with the Documentation and license type(s) and terms specified on an order. We will supply each Product to you by making it available electronically. You may make additional copies of the download files containing the Products for archival purposes.</p>	<p>1. 授予许可。在符合本协议条款和条件的前提下, 我们根据适用法律授予您和您的关联公司非独占、不可转让的许可, 准许您和您的关联公司 (a) 将订单上指定的我们的产品, 安装到产品目的地国家境内的服务器和工作站上; 以及 (b) 授权位于世界任何地方的指定用户访问产品 (包括产品生成的文档、报告、商业智能仪表盘、档案和其他输出), 以支持您的内部业务运营。在两种情形下均需要根据文档以及订单上指定的许可类型和条款进行。我们将通过电子方式向您提供每个产品。您可以额外复制包含产品的下载文件用于存档目的。</p>
<p>2. License Type. Your license to a Product will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product entitles a Named User to access and use that Product in one production environment and up to two non-production</p>	<p>2. 许可类型。您的产品许可将为指定用户许可或 CPU 许可, 以订单注明的为准。产品的每个指定用户许可赋予指定用户在一个生产环境和最多两个非生产环境中访问和使用该</p>

<p>environments. Each CPU license to a Product entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.</p>	<p>产品的权利。产品的每个 CPU 许可使您有权将产品分配到一个生产环境和最多两个非生产环境中的单一 CPU，以便为数量不限的指定用户提供支持。</p>
<p>3. License Duration. The duration of your license to a Product will be for a perpetual or limited term, as specified on an order. Subject to the terms of this Agreement and the applicable order, (a) if a “Perpetual” interval is specified for a Product, you will receive a license to that Product in perpetuity; and (b) if a “License Term” is specified on an order, you will receive a license to the Products listed on that order for the period specified on the order, commencing on the date of delivery of those Products.</p>	<p>3. 许可期限。您的产品许可期限为永久或有限期限，以订单注明的为准。根据本协议条款和相关订单条款，（a）产品的指定时间间隔为“永久”的，您将收到该产品的永久许可；（b）如果订单上注明了“许可期限”，您将收到订单所列之产品许可，许可期限为以产品交付日期为起始日期的订单上指定期限。</p>
<p>4. Deployment Method. You may only install the Products on servers and workstations under the control of your third-party service provider who hosts the Products on your behalf in a public cloud, and will deploy the Products only in the operating environment specified on the order. If the “Cloud Platform for AWS” operating environment is specified on the order, you may deploy the Products listed on the order solely in an Amazon Web Services environment, except for any Products which technically require deployment in a different operating environment. If the “Cloud Platform for Azure” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Microsoft Azure environment, except for any Products which technically require deployment in a different operating environment.</p>	<p>4. 部署方式。您只能在代表您于公共云中托管产品的第三方服务提供商控制的服务器或工作站上安装产品，并且您将在订单指定的操作环境中部署产品。如果订单上指定了“Cloud Platform for AWS”操作环境，您仅可以在 Amazon Web Services 环境中部署订单上所列之产品，因技术要求必须被部署在其他操作环境中的产品除外。如果订单上指定了“Cloud Platform for Azure”操作环境，则您仅可以在 Microsoft Azure 环境中部署订单上所列之产品，因技术要求必须被部署在其他操作环境中的产品除外。</p>
<p>5. Renewal of Cloud Platform Term Licenses. Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, (a) upon expiration of the license term specified on the order, you have the option to renew such term Product licenses for subsequent license terms of equal duration, each at a renewal term license fee equal to the term license fee for the prior, expiring license term (which will not account for any transaction incentives included on a prior order) increased by the greater of CPI and ten percent (10%), and (b) you agree to renew such term Product licenses unless you provide written notice to us at least ninety (90) days before expiration of the then-current license term that you desire not to renew. For each such renewal, we grant you a license to the applicable Products for the duration of the license term effected by the renewal, governed by the same terms and conditions that governed your initial term license purchase.</p>	<p>5. 云平台期限许可证的续订。除非订单上另有说明，否则对于您从我们这里购买的所有有限期限产品许可，（a）订单上注明的许可期限到期时，您可以选择续订以同等时间长度为期限的该期限产品许可，每个续订期限许可费用等于上一到期期限许可的费用（先前订单中给予的任何交易折扣不计入其中）加上居民消费价格指数（CPI）和百分之十（10%）中的较高者，并且（b）您同意持续续订该期限产品许可，除非您在当前许可期限届满前至少九十（90）日书面通知我们您不会续订该期限许可。对于每次此类续订，我们会向您授予适用的具有有效许可期限的产品许可，并受与最初购买期限许可相同的条款和条件约束。</p>
<p>6. Additional Limited Warranties and Remedies. We warrant that (a) for a period of six (6) months from the effective date of an order (“Cloud Platform Warranty Period”), each Product listed on the order and Updates delivered for the Product during the Cloud Platform 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. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (1) the correction of the Product errors that caused the breach of the warranty; or (2) replacement of the Product; or (3) 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.</p>	<p>6. 额外有限保证和救济。我们保证（a）自订单生效日起六（6）个月内（“云平台质保期”），订单上列出的每个产品以及在云平台质保期内为产品提供的更新，其性能将基本符合文档载明的技术规格；（b）产品的每个版本发布之前，我们将使用国内认可的病毒扫描程序对其进行扫描，并在发布该版本的产品前删除该等病毒扫描程序检测到的任何病毒若我们违反上述（a）项所述保证，您可以获得的唯一救济以及我们的全部责任将为（1）更正导致我们违反保证的产品错误；或者（2）更换产品；或者（3）若我们无法合理地实施前述任何一种方案，我们将退还许可费以及您已为产品支付的、任何未使用的预付技术支持服务，但产品的许可将被终止。</p>

IV. MICROSTRATEGY CLOUD ENVIRONMENT SERVICE TERMS / MICROSTRATEGY 云环境服务条款

The terms of this Section IV (“MicroStrategy Cloud Environment Service Terms”) also apply to the provision of the MCE Service. To the extent there is any conflict between these MicroStrategy Cloud Environment Service Terms and the Cloud Platform License Terms, these MicroStrategy Cloud Environment Service Terms will prevail.

本第 IV 部分的条款 (“**MicroStrategy 云环境服务条款**”) 也适用于提供 MCE 服务。MicroStrategy 云环境服务条款与云平台许可条款之间有冲突的，以 MicroStrategy 云环境服务条款为准。

<p>1. Access Grant. During the term of your access to the MCE Service as set forth on an order (“MCE Service Term”), we grant you and your affiliates a non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and in accordance with applicable law, to grant Named Users located anywhere in the world access to our MCE Service (including the Documentation and reports, dashboards, dossiers and other output generated by the MCE Service) solely in support of your internal business operations, in a manner consistent with the Documentation and license type(s) and terms specified on an order. We will provide you access to your MCE Service environment by sending you an IP address or URL. During the MCE Service Term, you may only access and use the “Cloud Platform” version of our Products as part of the MCE Service provided by us pursuant to these MicroStrategy Cloud Environment Service Terms.</p>	<p>1. 授予访问权限。 在订单上载明的您访问 MCE 服务的期间 (“MCE 服务期限”), 在符合本协议条款和条件的前提下, 我们根据适用法律授予您和您的关联公司非独占、不可转让的权利, 准许您和您的关联公司授权位于世界任何地方的指定用户访问我们的 MCE 服务 (包括 MCE 服务生成的文档、报告、商业智能仪表盘、档案和其他输出), 以便为您的内部业务运营提供支持 (仅限于此目的), 访问方式须与文档以及订单上指定的许可类型和条款一致。我们将向您发送 IP 地址或 URL, 以便您可以访问您的 MCE 服务环境。在 MCE 服务期限内, 您只能访问和使用我们根据 MicroStrategy 云环境服务条款提供并作为 MCE 服务一部分的我们产品的“云平台”版本。</p>
<p>2. License Type. Your use of our Products as part of the MCE Service will be under a Named User type, as specified on an order. Each Named User license to a Product as part of the MCE Service entitles a Named User to access and use that Product in one production environment and up to two non-production environments.</p>	<p>2. 许可类型。 您使用的作为 MCE 服务一部分的我们产品, 其许可是指定用户许可, 具体以订单注明的为准。作为 MCE 服务一部分的产品其每项指定用户许可授权指定用户在一个生产环境和最多两个非生产环境中访问和使用该产品。</p>
<p>3. MCE Service Duration. Subject to the terms of this Agreement and the applicable order, each MCE Service Term will be for the period specified on the order, commencing on the effective date of the order. During the MCE Service Term, the MCE Service is non-cancelable and non-refundable.</p>	<p>3. MCE 服务期限。 除本协议条款和相关订单另有规定外, 每个 MCE 服务期限均为以产品交付日期为起始日期的订单上指定期限。在 MCE 服务期限内, MCE 服务不可取消且不可退款。</p>
<p>4. Deployment Method. We will manage and operate the MCE Service on your behalf in an Amazon Web Services or Microsoft Azure public cloud that we procure on your behalf, as specified on an order. In addition to the “Audit” section of this Agreement, we may monitor your access and use of the MCE Service and the “Cloud Platform” version of our Products to help us assess whether you are complying with this Agreement. For clarity, this section does not relieve you from your obligations for compliance with this Agreement by your Representatives.</p>	<p>4. 部署方式。 我们将代表您在 Amazon Web Services 或 Microsoft Azure 公共云中管理和运行 MCE 服务。我们将按照订单上的指定代表您采购 Amazon Web Services 或 Microsoft Azure 公共云。除了本协议的“审计”部分外, 我们可能会监控您对 MCE 服务和我们产品的“云平台”版本的访问和使用, 以帮助我们评估您是否遵守了本协议。为清楚起见, 本条款并不免除您的代表遵守本协议的义务。</p>
<p>5. Support. During the MCE Service Term, we will provide Standard Technical Support Services and Cloud Support to you. Standard Technical Support Services will be provided according to our then-current technical support policy and procedure listed at microstrategy.com. Under “Cloud Support,” our Cloud Support engineers will provide ongoing support to help you maximize the performance and agility – and minimize the cost – of your MicroStrategy Cloud Platform deployment, as further described in the MCE Service Guide.</p>	<p>5. 支持。 在 MCE 服务期内, 我们将为您提供标准技术支持服务和云支持。标准技术支持服务将根据 microstrategy.com 上列出的当时届时有效的技术支持政策和程序来提供。我们的云支持工程师将为“云支持”产品提供持续的支持, 以帮助您最大限度地提高您的 MicroStrategy Cloud Platform 部署的性能和灵活性, 并最大限度地降低您的 MicroStrategy Cloud Platform 部署的成本, MCE 服务指南对此有更详细描述。</p>
<p>6. Renewal of MCE Service. Except as otherwise specified on an order, (a) upon expiration of the MCE Service Term specified on the order, you have the option to renew your right to access the MCE Service (for Products and Additional PaaS Components of the same types and quantities) for subsequent MCE Service Terms of equal duration, each at a renewal MCE Service fee equal to (i) the MCE Service fees attributable to the Products for the prior, expiring MCE Service Term (which will not account for any transaction incentives included on a prior order), increased by the greater of CPI and ten percent (10%), plus (ii) if listed on an order, the MCE Service fees for the Cloud Architecture offerings at the then-current list price for those offerings; and (b) you agree to renew your right to access the MCE Service unless you provide written notice to us at least ninety (90) days before expiration of the then-current MCE Service Term that you desire not to renew. For each such renewal, we grant you a right to access the MCE Service for the duration of the MCE Service Term effected by the renewal, governed by the same terms and conditions that governed your initial MCE Service purchase.</p>	<p>6. MCE 服务的续订。 除非订单上另有说明, 否则 (a) 订单上注明的 MCE 服务期限到期后, 您可以选择以同等时间长度为期限为后续 MCE 服务续订访问 MCE 服务的权利 (同样类型和数量的产品和其他 PaaS 组件), 每个续订的 MCE 服务费用等于 (i) 当前到期产品的 MCE 服务费用 (先前订单中包含的任何交易折扣不计入其中), 并在此基础上增长居民消费价格指数 (CPI) 和百分之十 (10%) 中的较高者后的费用, 再加上 (ii) 如果订单上列出了 Cloud Architecture 产品, 则 Cloud Architecture 产品当前目录价格的 MCE 服务费用; (b) 您同意持续续订访问 MCE 服务的权利, 除非您在当前 MCE 服务期限届满前至少九十 (90) 日书面通知我们您不会续订 MCE 服务费用。对于每次此类续约, 我们均授予您在续约有效的 MCE 服务期限内访问 MCE 服务的权利, 并受与您最初购买 MCE 服务时相同的条款和条件约束。</p>
<p>7. Suspension of Access and Removal of Customer Content. We reserve the right to suspend your access to the MCE Service if you or any of your Named Users breach a material provision of this Agreement, and to remove any improper Customer Content that is</p>	<p>7. 暂停访问并删除客户内容。 如果您或您的任何指定用户违反本协议的重要条款, 我们保留暂停您访问 MCE 服务的权利, 并删除任何已上传或已转移到 MCE 服务且违反本协议的不当客户内容。</p>

<p>uploaded or transferred to the MCE Service in violation of this Agreement.</p>	
<p>8. MCE Service Obligations and Restrictions. You will promptly notify us of any unauthorized use of any password or account or any other known or suspected breach of security of the MCE Service. If you become aware of any violation of your obligations by a Named User, you will immediately terminate such Named User's access to the MCE Service and Customer Content. We and our affiliates are not responsible for unauthorized access to your Named User accounts, except to the extent caused by our breach of this Agreement. Except for our responsibilities as expressly set forth in an order, you are responsible for the development, content, operation, maintenance, and use of Customer Content and compliance with the MCE Service Guide and all MCE Service policies that we make available to you from time to time. If one of our Third-Party Solution infrastructure providers materially diminishes any Third-Party Solution included with the MCE Service or terminates its agreement with us, we will replace that Third-Party Solution with a materially equivalent solution.</p>	<p>8. MCE 服务义务与限制。任何人未经授权使用任何密码或帐户，或存在任何其他已知或可疑的违反 MCE 服务安全的行为，您将及时通知我们。如果您发现任何指定用户违反了您的义务，您将立即终止该指定用户对 MCE 服务和客户内容的访问权限。有人未经授权访问您的指定用户帐户的，我们的关联公司不承担责任，我们违反本协议导致该情形发生的除外。除了订单上明确规定属于我们的责任外，您负责客户内容的开发、内容、操作、维护和使用，并负责遵守我们不时向您提供的 MCE 服务指南和所有 MCE 服务政策。如果我们的第三方解决方案基础设施提供商之一对 MCE 服务附带的任何第三方解决方案作出重大减少或终止与我们的协议，我们将以实质上等效的解决方案替换该第三方解决方案。</p>
<p>9. Additional Limited Warranties and Remedies. We warrant that (a) the MCE Service will perform in substantial conformance with the technical specifications set forth in the Documentation during an MCE Service Term; and (b) the functionality of the MCE Service will not decrease during an MCE Service Term; and (c) 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 warranties set forth in subsections (a) or (b) above, your exclusive remedy, and our entire liability, will be (1) the correction of the MCE Service errors that caused the breach of the warranty; or (2) if such correction cannot be reasonably effected by us, the termination of all orders governed by these MicroStrategy Cloud Environment Terms and the refund of any unused, prepaid fees paid for the MCE Service. For any breach of the warranty set forth in subsection (c) above, your exclusive remedy and our entire liability will be re-performance of the Services at no cost to you.</p>	<p>9. 额外有限保证和救济。我们保证 (a) 在 MCE 服务期限内，MCE 服务的性能将基本符合文档载明的技术规格；以及 (b) 在 MCE 服务期限内，MCE 服务的性能不会降低；以及 (c) 我们的雇员和承包商将以符合公认行业标准和惯例的方式提供订单上列出的任何服务。如果我们违反上述 (a) 或 (b) 项所述保证，您唯一的救济和我们全部的责任将为 (1) 我们更正导致我们违反保证的 MCE 服务错误；或者 (2) 我们无法合理地进行该等更正的，终止受 MicroStrategy 云环境条款管辖的所有订单，并返还您已为 MCE 服务支付的、任何未使用的预付费用。我们违反上述 (c) 项所述保证的，我们将免费为您再次提供服务，作为您唯一的救济和我们全部的责任。</p>

V. SERVICES TERMS / 服务条款

The terms of this Section V (“Services Terms”) apply exclusively to the provision of our Technical Support, Education, and Consulting Services offerings.

本第 V 部分的条款 (“服务条款”) 仅适用于我们的技术支持产品、教育产品和咨询服务产品。

<p>1. Pricing Models. Each type of Service purchased under these Services Terms will be provided under one of the following pricing models.</p> <p>(a) <u>Annual Subscription.</u> Services sold under an “<u>Annual Subscription</u>” pricing model will be designated on an order by an “Annual” interval at a fixed annual fee. We will provide these Services to you for a period of twelve (12) months beginning on the effective date of the order, except as otherwise set forth below. Annual Subscription Services are payable by you in advance following the execution of an order and are renewable thereafter as described further below.</p> <p>(b) <u>Hourly.</u> Services sold under an “<u>Hourly</u>” pricing model will be designated on an order by a “Project” interval at an hourly rate for an estimated number of hours. We will deliver these Services at your request on a time and materials basis during the twelve (12) month period beginning on the effective date of the order; the number of hours that we actually deliver may vary from the estimated number of hours listed on the order. For clarity, these types of Services are not provided on a fixed-fee basis and we do not guarantee completion of deliverables within a specific number of hours. If the parties anticipate that the hours to be delivered will exceed the estimated hours set forth on the order, we will request your approval to exceed the estimate</p>	<p>1. 价格模式。根据服务条款购买的每种服务，均将根据下述价格模式之一提供。</p> <p>(a) <u>按年订购。</u>按照“<u>按年订购</u>”价格模式出售的服务，将在订单上指出其“年度”时间间隔和固定年费。除下文另有规定外，我们将自订单生效日起十二 (12) 个月内向您提供服务。您需在订单签订后提前支付按年订购服务。按年订购服务到期后可以续定,下文将进一步作出说明。</p> <p>(b) <u>按小时收费。</u>根据“<u>按小时收费</u>”价格模式出售的服务，将在订单上指出其“项目”时间间隔、每小时费率和预计所需小时数。我们将根据您的要求，自订单生效日起十二 (12) 个月内按时间和材料基准提供服务；我们提供服务的实际小时数可能与订单上列出的预计小时数不同。为清楚起见，该类型服务的费用并不固定，我们不保证在规定小时数内完成可交付成果。如果双方预计提供服务实际用时将超过订单上规定的预计小时数，我们将要求您批准我们超出预计时间提供服务，并且在收到您的批准之前我们不会超出预计时间提供服务。您可以通过电子邮件或签署变更订单的方式进行批准。我们会定</p>
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<p>and will not deliver those excess hours until we receive your approval; such approval may be provided by email or in an executed change order. We will invoice you periodically for hours delivered and expenses we incur while providing the Services.</p> <p>(c) Prepaid Hourly. Services sold under a “Prepaid Hourly” pricing model will be designated on an order by an “Annual” interval at an hourly rate for a set number of hours. Prepaid Hourly Services are payable by you in advance and we will invoice you for the total number of stated hours following the execution of an order. We will deliver these Services at your request on a time and materials basis up to the number of hours stated on the order; hours not requested during the twelve (12) month period beginning on the effective date of the order will expire. We will invoice you for Services delivered in excess of the stated hours at the Prepaid Hourly rates listed on the order; we will also invoice you periodically for expenses we incur while providing the Services.</p>	<p>期向您开具发票，按我们提供服务所用小时数收取费用，并收取我们提供服务产生的开支。</p> <p>(c) 按小时预付。根据“<u>按小时预付</u>”价格模式出售的服务，将在订单上指出其“年度”时间间隔、每小时费率和固定小时数。您需要提前支付按小时预付服务的费用，我们将在签署订单后向您开具发票，按照订单所述总小时数向您收取费用。我们将根据您的要求按时间和材料基准提供服务，直至达到订单所述小时数为止。服务时间自订单生效日起十二（12）个月内有效，超过该期限您未要求提供服务的小时数将过期。我们提供服务实际用时超出订单所列小时数的，我们将按照按小时预付价格模式的费率向您开具发票收取费用。我们还将定期向您开具发票，收取我们在提供服务时产生的费用。</p>
<p>2. Technical Support.</p> <p>(a) Levels of Technical Support Offerings. We offer four (4) levels of Technical Support Services – Standard Support, Extended Support, Premier Support and Elite Support – each of which is provided by us in accordance with and described in the Technical Support Policy. We will provide you the level of Technical Support Services specified on an order. Each of these support offerings is provided on an Annual Subscription basis.</p> <p>(b) Support Liaisons. You may designate a set number of Support Liaisons (as defined in our Technical Support Policy) for each or your DSIs based on the level of Technical Support Services you purchase. You may also purchase additional Support Liaisons on an Annual Subscription basis.</p> <p>(c) Cloud Elite Support. If you are an MCE Service customer, you may purchase a subscription to Cloud Elite Support (“Cloud Elite Support”), provided in accordance with the MCE Service Guide. Unless otherwise specified on an order, such subscription begins on the effective date of the order and ends upon expiration of your then-current MCE Service term. Upon expiration of such term, you also have the option to renew Cloud Elite Support for the MCE Service for subsequent MCE Service terms of equal duration, each such renewal at an annualized renewal fee equal to the then-current list price for Cloud Elite Support. You agree to renew Cloud Elite Support unless you provide written notice to us at least ninety (90) days before expiration of the then current MCE Service Term that you desire not to renew it.</p> <p>(d) Additional Technical Support Terms. Each order for perpetual Product licenses will state the fee for Standard Technical Support Services for a period of twelve (12) months commencing on the date of delivery of those Products; this fee will be priced as a percentage of the license fees on the order. Except as otherwise specified on an order, (a) upon expiration of the initial annual subscription term, you have the option to renew Standard Technical Support Services on those Product licenses for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the greater of CPI and five percent (5%); and (b) you agree to renew Standard Technical Support Services unless you provide written notice to us at least ninety (90) days before expiration of the then current subscription term that you desire to have your Technical Support Services lapse on all of your Product licenses. Standard Technical Support Services for term licenses is included as part of the term</p>	<p>2. 技术支持。</p> <p>(a) 技术支持产品的级别。我们提供四（4）个级别的技术支持服务 - 标准支持、延伸支持、高级支持和尊享支持。每个级别的技术支持服务在我们的技术支持政策中均有描述。我们将根据我们的技术支持政策提供每个级别的技术支持服务。我们将按照订单上指定的级别为您提供相应技术支持服务。每个级别的技术支持服务均根据按年订购价格模式提供。</p> <p>(b) 支持联络员。您可以为以您购买的技术支持服务级别为基础的每个 DSI 或您的 DSI 指定一定数量的支持联络员（定义见我们的技术支持政策）。您还可以根据按年订购价格模式购买额外支持联络员。</p> <p>(c) 云精英支持。如果您是 MCE 服务的客户，您可订购根据 MCE 服务指南提供的云精英支持（“<u>云精英支持</u>”）。除非订单上另有规定，此类订购从订单生效之日开始，到您当前的 MCE 服务期限到期时结束。在该期限到期后，您还可以选择续订 MCE 服务的云精英支持，以获得同等期限的后续 MCE 服务条款，<u>每次续订的年续订费等于云精英支持的当前标价。除非您在当前 MCE 服务期限到期前至少九十（90）日书面通知我们，表明您不希望再续订，否则您同意续订云精英支持。</u></p> <p>(d) 额外技术支持条款。永久产品许可的每个订单都将注明自产品交付之日起十二（12）个月内标准技术支持服务的费用，订单上将把该费用计作许可费用的一部分（百分比）。除订单另有规定外，（a）初始年度订购期限届满后，您可以选择在后续年度订购期限内续订产品许可上的标准技术支持服务，后续每个年度订购期限的年度费用，等于上一年度订购期限的费用增加居民消费价格指数（CPI）和百分之五（5%）中的较高者；以及（b）除非您在当前订购期限到期前至少九十（90）日书面通知我们，表明您希望终止您所有产品许可上的技术支持服务，否则您同意续订标准技术支持服务。定期许可的标准技术支持服务包含在定期许可费用内。对于每个产品许可，我们将根据您的要求免费向您提供更新，更新属于您订购的技术支持服务的一部分。更新将不包括我们单独销售的新产品。我们保证，在被激活的订阅技术支持服务期间内，我们不会大幅降低所提供的技术支持服务的水准。</p> <p>如果您通过经销商购买了永久产品许可和相关的第一年标准技术支持服务，并且经销商没有代表您与</p>

license fee. For each Product license, we will deliver to you, at your request, an Update at no charge as part of a Technical Support Services subscription. Updates will not include new products that we market separately. We warrant that we will not materially decrease the level of Technical Support Services provided during an active subscription to such Technical Support Services.

If you purchase perpetual Product licenses and related first-year Standard Technical Support Services through a Reseller and the Reseller does not renew Standard Technical Support Services with us on your behalf, then upon expiration of the initial annual subscription term, Standard Technical Support Services for those perpetual Product licenses (i) will automatically renew directly with us for one additional year at an annual rate equal to the first-year Standard Technical Support Services fee payable by the Reseller to us increased by the greater of CPI and five percent (5%), and (ii) will renew annually thereafter for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the greater of CPI and five percent (5%), unless you provide written notice to us at least ninety (90) days before expiration of the then current subscription term that you desire to have your Technical Support Services lapse on all of your Product licenses.

3. Education. We offer education and training Services on either an Annual Subscription or Hourly basis, as described below. Education offerings may be purchased via an order or an online purchase. In the case of education offerings purchased online, references to an order will be deemed to refer to the online purchase, and references to the “effective date of an order” will be deemed to mean the date of online purchase. Further, and notwithstanding anything to the contrary in this Agreement, if you purchase certain education offerings online via a credit card and choose a monthly billing option, we will charge the credit card provided to us on a monthly basis during the term of your subscription.

(a) Types of Education Offerings.

(i) Education Passes. Education Passes are sold on an Annual Subscription basis and provide our customers and partners with flexible access to our training materials, courses and other education offerings as described further below. Each Education Pass provides a single individual (“Education Pass User”) global access to instructor-led public training classes (virtual or in-person) and self-paced training courses, and includes all applicable certification exam fees. There are two types of Education Passes: an “Architect Education Pass,” that provides the Education Pass User with unlimited access to all live or on-demand courses and annual certifications specific to Architects and the establishment of an Intelligence Center, and access to our “Expert.Now” offering, as further described below; and an “Analyst Education Pass,” that provides the Education Pass User with access to all live or on-demand courses and annual certifications specific to Analysts. Except as otherwise set forth on an order, each Education Pass subscription will automatically renew for successive twelve (12) month terms at the then-current list price unless you provide written notice to us (via email to education@microstrategy.com) at least thirty (30) days before expiration of the then-current subscription term that you do not wish to renew such subscription. No more than once during an Education Pass subscription term, you may reassign an Education Pass subscription to a new Education Pass User for the remainder of the subscription term if the current Education Pass User has not used the Education Pass to attend any public instructor-led courses or access

我们续订标准技术支持服务，则在初始年度订购期届满后，这些永久产品许可证的标准技术支持服务 (i) 将自动由您与我们直接续订一年，年费等于经销商支付给我们的第一年标准技术支持服务费增加居民消费价格指数和百分之五（5%）中的较高者，并且 (ii) 除非您在当前订购期限到期前至少九十（90）日书面通知我们，表明您希望终止您所有产品许可上的技术支持服务，否则将由您在此后每年续订后续的年度订购期。后续每个年度订购期的年费等于上一年度订购期的费用增加居民消费价格指数（CPI）和百分之五（5%）中的较高者。

3. 教育。 我们以按年度订购或按小时收费价格模式提供教育和培训服务，具体如下所述。您可以通过订单或在线购买的方式购买教育产品。您通过线上方式购买教育产品的，提到订单时视为指在线购买，提到“订单生效日”视为指在线购买日期。此外，尽管本协议有任何相反规定，如果您通过信用卡在线购买某些教育产品并选择按月结算方式，则我们将在您的订购期内每月向您给我们提供的信用卡收费。

(a) 教育产品的类型。

(i) 教育通行证。 教育通行证以按年订购价格模式出售。通过教育通行证我们的客户和合作伙伴可以获取培训材料，参加培训课程以及其他下列教育产品，在时间上较为灵活。每个教育通行证可供一人（“教育通行证用户”）在全球范围内参加导师引导型公共培训课程（虚拟或面对面）和自定进度型培训课程，所有相关认证考试费用均包括教育通行证内。教育通行证有两种，一种为“架构师教育通行证”，提供专门针对架构师和智能中心设立的年度认证，其教育通行证用户可以不受限制地参加所有直播或点播课程，也可以获取如下详述的“Expert.Now”产品；另一种为“分析师教育通行证”，提供专门针对分析师的年度认证，其教育通行证用户可以参加所有直播或点播课程。除非订单上另有规定，否则每个“教育通行证”订购都将以当时有效的目录价格以十二（12）个月为期限自动持续续约。若您无意续订教育通行证，您必须在当前期限届满前至少提前三十（30）天书面（电子邮件可发送至 education@microstrategy.com）通知我们。如果当前的教育通行证用户未使用教育通行证参加任何导师引导型公共课程或自定进度型培训课程，或者当前的教育通行证用户已终止与您的雇佣关系，则在教育通行证订购期限内，您可以将订购的教育通行证重新分配给新的教育通行证用户（只能重新分配一次）。

1) 试用架构师教育通行证。您的每个拥有公司电子邮件地址的员工都可以注册并获得一个试用架构师教育通行证，自注册之日起开始期限为 30 天

any self-paced training courses or if the current Education Pass User has terminated employment with you.

1) Trial Architect Education Passes. Each of your employees with a corporate email address may register for and receive an Architect Education Pass for a trial period of 30 days, commencing on the date of registration (“Trial Period”). During the Trial Period, such individual will have access to all of the benefits of an Architect Education Pass (including access to Expert.Now), except that, during the Trial Period, such individual will not be able to obtain any certification for Architects and will not have access to certification exams. Following the expiration of the Trial Period, such individual’s rights to access the benefits of an Architect Education Pass will terminate, and may only be extended through your purchase of an Architect Education Pass.

(ii) Education Services. Education Services are sold on an Hourly basis. Under an “Education Services” engagement, we will assist you with customizing and adapting our courseware and training classes to your application standards, data sets, customizations and use cases. You will reimburse us for all reasonable expenses we incur when delivering these Education Services. We grant you a license to use the work product we develop as part of an Education Services engagement in support of your internal business operations.

(iii) Custom Education Portal. Custom Education Portal is sold on an Annual Subscription basis and provides a custom portal as described further below. With the purchase of this offering, we will develop and maintain an education portal on the microstrategy.com web domain customized with content for your business (“Portal”). The Portal will include Customized Courseware (defined below) and educational videos on MicroStrategy applications, and will be a) accessible only by your employees who hold a corporate email address registered to your web domain; b) branded with your name and logo, subject to any reasonable trademark guidelines you provide to us in writing from time to time; and c) designed according to our company standards and at our sole discretion. We also will assist you with adapting our courseware and training classes to your applicable standards, data sets, customizations and use cases for inclusion in the Portal (“Customized Courseware”); provide you access to our publicly available education courses in the Business User series and Departmental Analyst series via the Portal, including instructor-led public training classes (live or on-demand), self-paced training courses and annual certifications (as applicable), provided that access to such courses is for your employees only. Each Custom Education Portal subscription will automatically renew for successive twelve (12) month terms at the then-current list price unless you provide written notice to us (via email to education@microstrategy.com) at least thirty (30) days before expiration of the then-current subscription term that you do not wish to renew such subscription.

(b) Additional Education Terms.

(i) Instructor-Led Private Classes. For each in-person instructor-led private training class delivered at a non-MicroStrategy location, (a) if the instructor is required to travel to deliver the class, you will reimburse us for the instructor’s reasonable travel expenses and (b) if we are required to rent a facility to deliver the class, you will reimburse us for all reasonable facility rental fees we incur.

(ii) Courseware for Instructor-Led Training Classes. For each instructor-led training class (whether public or

“试用期”)。在试用期内, 该个人将获得架构师教育通行证的所有利益 (包括参加 Expert.Now), 但在试用期内, 该个人将无法获得架构师证书, 也无法参加认证考试。试用期届满后, 该个人获得“架构师教育通行证”利益的权利将终止, 并且仅能通过购买“架构师教育通行证”进行延长。

(ii) 教育服务。教育服务以按小时收费价格模式出售。在提供“教育服务”过程中, 我们将根据您的应用程序标准、数据集、定制选择和用例, 协助您定制我们的课件和培新课程并调整我们的课件和培训。您将偿还我们提供教育服务产生的所有合理开支。我们许可您使用我们在提供教育服务过程中开发的工作成果, 以便为您的内部运营提供支持。

(iii) 自定义教育门户网站。自定义教育门户网站以年度订阅为基础进行销售, 并提供如下所述的自定义门户网站。购买此产品后, 我们将在 microstrategy.com 域名上开发和维护一个教育门户网站, 该网站根据您的业务内容进行定制 (“门户网站”)。该门户网站将包括 MicroStrategy 应用程序上的定制课件 (定义如下) 和教育视频, 并且 a) 只有持有注册到您的域名的公司电子邮件地址的员工才能访问; b) 印有您的姓名和标志, 但受制于遵守您不时以书面形式向我们提供的任何合理的商标指南; c) 根据我们公司的标准设计, 并完全由我们决定。我们也会根据您的适用标准, 数据集, 自定义和实例协助您适应我们的课件和培训课程, 以纳入门户网站 (“自定义课件”); 通过门户网站为您提供我们公开提供的业务用户系列和部门分析师系列教育课程, 包括导师引导型公共培训课程 (直播或点播), 自定进度的培训课程和年度认证 (如适用), 前提是此类课程仅限您的员工使用。除非您向我们发出书面通知 (通过电子邮件发送至 education@microstrategy.com) 在当前订阅期限到期前至少三十 (30) 天, 您不希望续订该订阅, 否者每个定制教育门户订阅将自动续订, 以当时的标价连续续订十二 (12) 个月。

(b) 额外教育条款。

(i) 导师引导型私人课程。对于在非 MicroStrategy 地点提供的每个面对面导师引导型私人培训课程, (a) 如果导师需要前往培训地点提供课程, 您将向我们偿还导师的合理差旅费用; 以及 (b) 如果我们需要租用设施来提供课程, 您将向我们偿还我们产生的所有合理设施租赁费用。

(ii) 导师引导型培训课程的课件。对于我们为您提供的每个导师引导型培训课程 (无论是公共还是私人培训课程, 虚拟还是面对面培训课程), 我们将为您提供课程内容文件 (“课件”) 的电子版本, 您可以复制并将课件的一份纸质副本分发给参加课程的每位雇员 (或您指定的其他人)。您对课件的使用仅限于将课件分发给参加课程的个人以便其参加培训。

(iii) 知识财产和分包商。所有教育课程资料 (包括课件) 的版权属于我们所有, 并且是我们的机密信息。我们将直接或通过分包商提供教育和培训服务。不论您与我们之间的任何书面协议是否有任何

<p>private, virtual or in-person) we deliver to you, we will make electronic versions of the course content files for the class (“<u>Courseware</u>”) available to you, and you may reproduce and distribute one paper copy of the Courseware to each of your employees (or other individual designated by you) who attends the class. Your use of the Courseware is limited to use only by those individuals who attend the class, solely for their own training purposes.</p> <p>(iii) <u>Intellectual Property and Subcontractors.</u> All education course materials (including Courseware) are copyrighted by us and are our Confidential Information. Education and training Services are provided and delivered either directly by us or through our subcontractors. Notwithstanding anything to the contrary in any written agreement between you and us, if any, you consent to our use of subcontractors to provide education and training Services.</p> <p>(iv) <u>Expert.Now.</u> Each Education Pass User who holds an Architect Education Pass (“Architect Pass User”) will receive access to “Expert.Now,” a MicroStrategy education offering that enables the user to request access to and join video chat rooms with MicroStrategy analysts and architects (“Experts”) during normal business hours to request tailored guidance and instruction on the features and functionality of MicroStrategy products. We will provide access to Expert.Now through the MicroStrategy Community site and any other interface that we make available to you. The Expert.Now offering is subject to the availability of an Expert with expertise in the subject area for which guidance is requested; if an Expert is not available immediately upon request, the Architect Pass User may schedule a video chat session with an Expert during the next window of availability at his/her convenience. For clarity, Expert.Now is an education offering and is not part of Technical Support Services. In connection with your use of the Expert.Now offering, you will not transfer to us or provide us any access to (1) Protected Data (except for Protected Data related to your contact persons); or (2) material in violation of third-party privacy rights; or (3) libelous, or otherwise unlawful or tortious material; or (4) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (5) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.</p>	<p>相反规定，（如确实有）您同意我们通过分包商提供教育和培训服务。</p> <p>(iv) <u>Expert.Now.</u> 每位持有架构师教育通行证的教育通行证用户（“架构师通行证用户”）都将获得我们的教育产品“ Expert.Now”的访问权限，该产品赋予用户在正常工作时间请求访问以及进入有我们分析师和架构师（“专家”）参与的视频聊天室的权利，目的是为了获取针对我们产品的特性和功能量身定制的指导和说明。我们将通过 MicroStrategy Community 网址及我们提供给您的任何其他界面给予您对 Expert.Now 的访问权限。Expert.Now 产品的提供取决于专家在请求指导的主题领域的专业知识的有效性；如果无法根据要求立即提供专家，则架构师通行证用户可以在下一个可用窗口期，安排一次与专家的视频聊天会话。作为澄清，Expert.Now 是一种教育产品，并不属于技术支持服务的一部分。与您使用 Expert.Now 产品相关，您将不会向我们传输或向我们提供任何访问权有关于（1）受保护数据（与您的联系人有关的受保护数据除外）；（2）违反第三方隐私权的资料；（3）诽谤或其他非法或侵权的资料；（4）侵犯任何实体或个人的任何版权，商标，专利，商业秘密或其他所有权的资料；或（5）病毒，特洛伊木马，蠕虫，定时炸弹，清除程序，腐蚀性文件或任何其他类似软件或程序。</p>
<p>4. <u>Consulting.</u> We offer consulting Services on an Hourly basis at certain individual consultant resource levels – Consultant, Senior Consultant, Principal Consultant and Fellow. For these individual consultant resource Service offerings, we will perform the applicable tasks set forth on an order or a statement of work at your request on an Hourly basis at the hourly rates applicable to each resource. Each of these resource levels are available either onsite or remotely from our offshore delivery centers. You will reimburse us for all reasonable expenses we incur when delivering the consulting Services. We grant you a license to use the work product we develop as part of a consulting Services engagement in support of your internal business operations and, if you are a MicroStrategy partner to whom we are providing consulting Services on behalf of an end customer, a license to sublicense such work product to the end customer solely to support the end customer’s use of our Products.</p>	<p>4. <u>咨询。</u>我们以按小时收费价格模式提供咨询服务我们通过个人顾问的级别有顾问，高级顾问，首席顾问和会士提供咨询服务。对于由个人顾问提供的服务，我们将按照您的要求以按小时收费价格模式，开展订单或工作说明书规定的相关工作，费用按照各个级别顾问适用的小时费率收取。每个级别的个人顾问可以在现场提供服务或从我们的交付中心远程提供服务。</p> <p>您将偿付我们在提供咨询服务过程中产生的所有合理开支。我们许可您使用我们在提供咨询服务过程中开发的工作成果，为您的内部运营提供支持。并且，如果您是我们的合作伙伴，您代表最终用户接受我们提供的咨询服务，我们将授予您许可将此类工作产品再许可给最终用户，但仅限于支持最终用户对我们的产品的使用。</p>
<p>5. <u>Additional Limited Warranty Applicable to all Service Offerings.</u> We warrant that 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 this warranty, your exclusive remedy and our entire liability will be reperformance of the Services at no cost to you.</p>	<p>5. <u>适用于所有服务产品的额外有限保证。</u>我们保证，我们的雇员和承包商将以符合公认行业标准和惯例的方式提供订单所列的任何服务。若我们违反该项保证，我们将免费为您再次提供服务，作为您唯一的救济以及我们的全部责任。</p>



SCHEDULE 1 - TERRITORY-SPECIFIC TERMS

附件 1 – 地区 – 特别条款

The terms of this Schedule 1 (“Territory-Specific Terms”) reflect certain legal and operational requirements in each jurisdiction where our Products and Services are delivered. For each order under this Agreement, the terms and conditions stated below corresponding to the applicable Territory supplement and amend this Agreement for that order.

本附件 1 (“地区-特别条款”) 的条款反应了我们的产品和服务所售的每一法域的特定法律及经营要求。就本协议项下的每一订单而言，下列适用于特定地区的条款与条件构成本协议针对该订单的补充与修订。

1. **United States and Canada.** If the Territory is the United States or Canada, the MicroStrategy contracting entity on the order is **MicroStrategy Services Corporation**, a Delaware corporation with offices at 1850 Towers Crescent Plaza, Tysons Corner, Virginia, United States 22182, and the following terms apply:
 - (a) the Governing Law will be the laws of the Commonwealth of Virginia, United States, and controlling United States federal law; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of United States state and federal courts with jurisdiction over Fairfax County, Virginia, United States.
 - (c) 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).
 - (d) 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; and
 - (e) References to “CPI” will be deemed to mean the latest published percentage increase in the United States Consumer Price Index-All Urban Consumers, U.S.-All items, 1982-84=100 at the time of the renewal.
2. **Argentina.** If the Territory is the Republic of Argentina, the MicroStrategy contracting entity on the order is **MicroStrategy Brasil Ltda. Sucursal Argentina**, with offices at Avenida Corrientes 800, 32nd Floor, offices 107, 102 & 103, C1008 CABA, Argentina, and the following terms apply:
 - (a) the Governing Law will be the laws of the Republic of Argentina; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Buenos Aires, Argentina; and
 - (c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “We and our affiliates will only be liable for damages solely and directly arising from our or our affiliates’ breach of this Agreement, and in no event will we or any of our affiliates and licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, including without limitation for loss of business, loss of income, revenue, earnings, net worth or profit, loss of opportunity or damage to reputation;” and
 - (d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “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 thirty (30) days from the date of receipt of the invoice and will be deemed overdue if they remain unpaid thereafter. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which remain unpaid after the due date will be subject to a late charge 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. All fees are due to us in the currency listed on an order; notwithstanding the foregoing, if an order 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. Fees listed on an order do not include V.A.T. If a stamp tax applies to an order, fifty percent (50%) of such tax will be borne by us and the remaining fifty percent (50%) will be borne by you. We will pay the full amount of the applicable tax to the corresponding agencies and will subsequently invoice you for the portion of the tax you are responsible for. Except as otherwise noted in any order or as provided in the “Term and Termination” section of this Agreement, all orders are firm and not subject to cancellation, return, refund or offset by you”; and
 - (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: **MicroStrategy Brasil Ltda. Sucursal Argentina, Attention: Legal Representative, Avenida Córdoba 1439, 11th**

<p>FloorOffice 83/84 (C1055AAR), Ciudad Autónoma de Buenos Aires, C1001AAT, Argentina; email: crequest@microstrategy.com;” and</p> <ul style="list-style-type: none">(f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “twelve (12) months;” and(g) the “<u>Renewal of Enterprise Platform Term Licenses</u>” section of the Enterprise Platform License Terms, the “Renewal of Cloud Platform Term Licenses” section of the Cloud Platform License Terms, and the “<u>Renewal of MCE Service</u>” section of the MicroStrategy Cloud Environment Service Terms are inapplicable; and(h) the definition of CPI in the Agreement is inapplicable and all instances of the phrase “increased by the greater of CPI and five percent (5%)” in the “Additional Technical Support Terms” section of the Services Terms are deleted in their entirety.
<p>3. <u>Australia and New Zealand.</u> If the Territory is Australia or New Zealand, the MicroStrategy contracting entity on the order is MicroStrategy Pty. Ltd., ABN 59 094 495 020 with offices at Level 4, 68 York Street, Sydney, NSW 2000 Australia, and the following terms apply:</p> <ul style="list-style-type: none">(a) the Governing Law will be the laws of New South Wales, Australia; and(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.
<p>4. <u>Belgium, The Netherlands and Luxembourg (Benelux).</u> If the Territory is Belgium, the Netherlands or Luxembourg, the MicroStrategy contracting entity on the order is MicroStrategy Benelux BV with offices at Papendorpseweg 100, Utrecht 3528BJ, 204 Netherlands and MicroStrategy Belgium BV with offices at Avenue du Port 86C / 204, 1000 Bruxelles, Belgium, and the following terms apply:</p> <ul style="list-style-type: none">(a) the Governing Law will be the laws of the Netherlands for customers with their registered corporate address in the Netherlands and the laws of Belgium for customers with their registered corporate address in Belgium or Luxembourg; and(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Amsterdam, Netherlands for customers with their registered corporate address in the Netherlands and to the exclusive jurisdiction of the courts of Brussels, Belgium for customers with their registered corporate address in Belgium or Luxembourg; and(c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section of this Agreement, (b) bodily injuries or death caused by us, (c) the damages resulting from a party’s gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000”.
<p>5. <u>Brazil.</u> If the Territory is Brazil, the MicroStrategy contracting entity on the order is MicroStrategy Brasil Ltda., with offices at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil, and the following terms apply:</p> <ul style="list-style-type: none">(a) the Governing Law will be the laws of Brazil; and(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the Central Court of the City of São Paulo, Brazil; and(c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “We and our affiliates will only be liable for damages solely and directly arising from our or our affiliates’ breach of this Agreement, and 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, exemplary damages, or loss of profit, 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”; and(d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “Except as otherwise set forth on an order, invoices will be issued in Reais (R\$), within five (5) calendar days of the effective date 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. Any amounts 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, and will be subject to a late charge equal to one percent (1%) per month, pro-rata-die. In addition to the foregoing monetary adjustment, any amounts that remain unpaid for more than ten (10) days after the due date will be increased by an additional two percent (2%) late charge. Fees on an order include all taxes for billing in São Paulo. If there are changes in the taxes or tax rates, fees will be adjusted accordingly to conform to the rates and taxes applicable on the date of the invoice. Except as otherwise noted in any order or as provided in the “Term and Termination” section of this Agreement, all orders are firm and not subject to cancellation, return, refund or offset by you”; and(e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: 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: crequest@microstrategy.com; and(f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “three (3) months”, and

- (g) the “Renewal of Enterprise Platform Term Licenses” section of the Enterprise Platform License Terms, the “Renewal of Cloud Platform Term Licenses” section of the Cloud Platform License Terms, and the “Renewal of MCE Service” section of the MicroStrategy Cloud Environment Service Terms are inapplicable.

6. **China.** If the Territory is China, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd.**, with offices at 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632, and the following terms apply:

- (a) The Governing Law will be the laws of Singapore; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdictions of the courts of Singapore; and
- (c) in the event of a conflict between the English-language version and the Chinese-language version of this Agreement, or between the English-language version and the Chinese-language version of an order, the English-language version will prevail.

6. **中国。**如果地区为中国，订单上的MicroStrategy 签约实体为**MicroStrategy Singapore Pte. Ltd.**，其办公室位于1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632，并适用以下条款：

- (a) 适用法律为新加坡法律；以及
- (b) 由本协议或本协议下双方的关系引起的或与之有关的任何争议、诉讼、权利要求或诉由，均由新加坡的法院专属管辖；以及
- (c) 如果本协议的英文版本与中文版本之间发生冲突，或者订单的英文版本与中文版本之间存在冲突，以英文版本为准。

7. **France.** If the Territory is France, the MicroStrategy contracting entity on the order is **MicroStrategy France SARL**, with offices at WOJO Neuilly-sur-Seine, 92 Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France, and the following terms apply:

- (a) The Governing Law will be the laws of France; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the Courts of the Paris Court of Appeal; and
- (c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section of this Agreement, (b) damages resulting from your breach of our intellectual property rights, (c) damages resulting from fraud, gross negligence or willful misconduct of any party, or (d) bodily injury or death caused by the negligence of a party, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.”; and
- (d) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “nine (9) months;” and
- (e) references to “CPI” will be deemed to refer to the “Syntec index” which will be calculated using the following formula: $P = (P0 \times S1)/S0$, in which P is the revised price, P0 is the fixed price of the order, S0 is the last Syntec index published at the time of the signature of the order and S1 is the latest Syntec index published on the date of the revision.

8. **Germany, Austria and Switzerland (DACH).** If the Territory is Germany, the MicroStrategy contracting entity on the order is **MicroStrategy Deutschland GmbH**, with offices at Gustav-Heinemann-Ufer 56, 50968 Cologne, Germany. If the Territory is Austria, the MicroStrategy contracting entity on the order is **MicroStrategy Austria GmbH**, with offices at Regus Business Center Twin Tower, Wienerbergstrasse 11, 1100 Wien. If the Territory is Switzerland, the MicroStrategy contracting entity on the order is **MicroStrategy Switzerland GmbH**, with offices at c/o Rödl & Partner AG, Flurstraße 55, 8048 Zürich. The following terms will apply for each of Germany, Austria and Switzerland:

- (a) If your contractual partner is MicroStrategy Deutschland GmbH, the Governing Law will be the laws of the Federal Republic of Germany; if your contractual partner is MicroStrategy Austria GmbH, the Governing Law will be the laws of Austria; if your contractual partner is MicroStrategy Switzerland GmbH, the Governing Law will be the laws of Switzerland;
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdictions of (i) the ordinary courts of Cologne, Germany, if your contractual partner is MicroStrategy Deutschland GmbH; (ii) the courts of Vienna, if your contractual partner is MicroStrategy Austria GmbH, and (iii) the courts of Zurich, if your contractual partner is MicroStrategy Switzerland GmbH;
- (c) the third sentence of the “Term and Termination” section of the General Terms is deleted and replaced as follows: “We may terminate this Agreement, any order or Product license upon prior written notice (a) if you breach a material provision of this Agreement and fail to cure such breach within thirty (30) days following such notice, (b) as provided in the “Indemnification” section of these General Terms or the applicable “Additional Limited Warranties and Remedies” section of this Agreement or (c) if a direct or indirect competitor of us gains direct or indirect control or dominant influence over you”;
- (d) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section of this Agreement, (b) bodily injuries or death caused by us, (c) the damages resulting from a party’s gross negligence, fraud or intentional misconduct, (d) your breach of our intellectual property rights or (e) any damage that falls under the Product Liability Act

<p>(“Produkthaftungsgesetz” or “Produktehaftpflichtgesetz,” for Switzerland), the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.”;</p> <p>(e) The “Additional Limited Warranties and Remedies” section of the Enterprise Platform License Terms and the Cloud Platform License Terms is deleted and replaced with the following: “We warrant that for a period of one (1) year from the date of an order (“Warranty Period”) each Product listed on the order and Updates delivered for the Products during the Warranty Period will conform to the technical specifications set forth in the Documentation. For any breach of warranty set forth above, we shall remedy the breach by correcting the defect or replacing the defected Product. In case we are unable within a reasonable period of time to remedy the 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 Limitation of Liability section of the General Terms. Defects shall be notified to us in writing, 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>9. <u>Israel.</u> If the Territory is Israel, the MicroStrategy contracting entity on the order is MicroStrategy Israel Ltd, registered in Israel, with company number 515761740, whose registered office is at 58 Harakevet St., Tel Aviv 6777016 Attn: Barnea & Co. Law Offices, and the following terms apply:</p> <p>(a) the Governing Law will be the laws of England and Wales; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and</p> <p>(c) the second sentence of the “Data Protection” section of the General Terms 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>10. <u>Italy.</u> If the Territory is Italy, the MicroStrategy contracting entity on the order is MicroStrategy Italy S.r.l., with offices at Corso Italia 13, 20122, Milan, Italy, with tax identification number 12313340155, and the following terms apply:</p> <p>(a) The Governing Law will be the laws of Italy; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Milan; and</p> <p>(c) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Italy, S.r.l. Attention: Legal Representative, at Corso Italia 13, 20122, Milan, Italy; email: crequest@microstrategy.com”.</p>
<p>11. <u>Japan.</u> If the Territory is Japan, the MicroStrategy contracting entity on the order is MicroStrategy Japan Inc., with offices at Shin-Hanzomon Bldg, 2nd Floor, 13-1 Ichiban-cho, Chiyoda-ku, Tokyo 102-0082, Japan and the following terms apply:</p> <p>(a) The Governing Law will be the law of Japan; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Japan; and</p> <p>(c) in the event of a conflict between the English-language version and the Japanese-language version of this Agreement, or between the English-language version and the Japanese-language version of an order, the English-language version will prevail.</p>
<p>12. <u>Korea.</u> If the Territory is Korea, the MicroStrategy contracting entity on the order is MicroStrategy Korea Co., Ltd, with offices at 10th floor, Mirae Asset Tower, 620 Teheran-ro, Gangnam-gu, Seoul 06174, South Korea and the following terms apply:</p> <p>(a) the Governing Law will be the laws of Korea; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of Seoul Central District Court in Korea; and</p> <p>(c) in the event of a conflict between the English-language version and the Korean-language version of this Agreement, or between the English-language version and the Korean-language version of an order, the English-language version will prevail.</p>
<p>13. <u>Mexico (and other Territories).</u> If the Territory is Mexico, Colombia, Uruguay, Bolivia, Paraguay, Peru, Ecuador or any country located in Central America, the MicroStrategy contracting entity on the order is MicroStrategy Mexico S. de R.L. de C.V., with offices at Javier Barros Sierra #495, Piso 2 Oficina 154 Col. Desarrollo Santa Fe, Álvaro Obregón Ciudad de Mexico, CP 01376, Mexico and the following terms apply:</p> <p>(a) the Governing Law will be the laws of Mexico;</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Mexico D.F.; and</p> <p>(c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “We and our affiliates will only be liable for damages solely and directly arising from our or our affiliates’ breach of this Agreement,</p>

and in no event will we or any of our affiliates and licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, including without limitation for loss of business, loss of income, revenue, earnings, net worth or profit, loss of opportunity or damage to reputation”; and

- (d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “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 thirty (30) days from the date of the invoice and will be deemed overdue if they remain unpaid thereafter. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which remain unpaid after the due date will be subject to a late charge equal to three and one-half percent (3.5%) per month from the due date until such amount is paid. All fees are due to us in the currency listed on an order; notwithstanding the foregoing, if an order 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. Fees listed on an order do not include V.A.T. Except as otherwise noted in any order or as provided in the “Term and Termination” section of this Agreement, all orders are firm and not subject to cancellation, return, refund or offset by you.”; and
- (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: 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: crequest@microstrategy.com”; and
- (f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “ninety (90) days.”; and
- (g) the “Renewal of Enterprise Platform Term Licenses” section of the Enterprise Platform License Terms, the “Renewal of Cloud Platform Term Licenses” section of the Cloud Platform License Terms, and the “Renewal of MCE Service” section of the MicroStrategy Cloud Environment Service Terms are inapplicable; and
- (h) the following language is added after the second sentence of the “Education Passes” subsection of the Services Terms, without otherwise modifying the rest of such “Education Passes” subsection: “Notwithstanding anything to the contrary, Education Pass subscriptions do not include access to any form of MicroStrategy training offered by third parties that have been authorized to provide such training under our MicroStrategy Authorized Training Center program.”

14. Poland. If the Territory is Poland, the MicroStrategy contracting entity on the order is **MicroStrategy Poland sp. z o.o.** with offices at Prosta 67, 00-838 Warsaw, Poland and the following terms apply:

- (a) the Governing Law will be the laws of Republic of Poland; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Warsaw; and
- (c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for A)our obligations under the “Indemnification” section of this Agreement, B) bodily injuries or death caused by us; C) for the damages resulting from a party’s gross negligence, fraud or intentional misconduct, or D) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and B) EUR 300,000.

15. Portugal. If the Territory is Portugal, the MicroStrategy contracting entity on the order is **MicroStrategy Portugal, Sociedade Unipessoal, Lda**, 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, and the following terms apply:

- (a) the Governing Law will be the laws of Portugal; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Lisbon, Portugal; and
- (c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “Except for our obligations under the “Indemnification” section of this Agreement, damages resulting from your breach of our intellectual property rights, damages resulting from a party’s intentional misconduct or gross negligence, and bodily injuries, death or property damages caused by the negligence of a party, the cumulative aggregate liability of each party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (b) EUR 300,000.”; and
- (d) the fourth, fifth and sixth sentences of the “Orders and Payment” section of the General Terms are deleted and replaced with the following: “If any undisputed invoice governed by this Agreement, remains unpaid for thirty (30) or more days after it is due, we may, without limiting our other rights and remedies, suspend technical support services until such amounts are paid in full. In addition, any amounts which remain unpaid after the due date will be subject to the applicable legal interest rates, from the due date until such amount is paid.”; and
- (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Portugal, Sociedade Unipessoal LDA, Attention: Legal Representative, at Regus Lisboa, Avenida da República, 50 1050-196 Lisboa, Portugal; email: crequest@microstrategy.com”; and
- (f) the following is added as the last sentence to the “Assignment” section of the General Terms: “Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to third parties under the terms of the Copyright Code.”; and
- (g) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “twelve (12) months;” and

(h) subsection (b) of the “Additional Limited Warranties and Remedies” section of the Enterprise Platform License Terms is deleted.

16. Singapore (and other ASEAN countries), India and Pakistan. If the Territory is Singapore or any other ASEAN country, India, or Pakistan, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd.**, with offices at 1 Harbourfront Avenue, #03-02 Keppel Bay Tower, Singapore 098632 and the following terms apply:

- (a) the Governing Law will be the laws of Singapore; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Singapore.

17. South Africa. If the Territory is South Africa, the MicroStrategy contracting entity on the order is **MicroStrategy South Africa (Proprietary) Limited**, whose registered office is at Twickenham Building, The Campus Cnr Sloane And Main Street, Bryanston 2191, Johannesburg, South Africa, and the following terms apply:

- (a) the Governing Law will be the laws of South Africa; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of High Court of South Africa; and
- (c) the first sentence of the second paragraph of the “Data Protection” section of the General Terms 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 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.”; and
- (d) the CPI definition in the “Definitions” section of the General terms is deleted and replaced with the following: “CPI” means the latest published percentage increase in Consumer Price Index in South Africa at the time of renewal.”.

18. Spain. If the Territory is Spain, the MicroStrategy contracting entity on the order is **MicroStrategy Iberica, S.L.U.**, with offices at Plaza Pablo Ruiz Picasso 1, Torre Picasso, Planta 15, 28020 Madrid, Spain, with tax identification number B-60536646, and the following terms apply:

- (a) the Governing Law will be the laws of Spain; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Madrid, Spain; and
- (c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “Except for our obligations under the “Indemnification” section of this agreement, damages resulting from your breach of our intellectual property rights, damages resulting from a party’s intentional misconduct or gross negligence, and bodily injuries, death or property damages caused by the negligence of a party, the cumulative aggregate liability of each party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (b) EUR 300,000.”; and
- (d) the fourth and fifth sentences of the “Orders and Payment” section of the General Terms are deleted; and
- (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Iberica, S.L.U. Attention: Legal Department, at Plaza Pablo Ruiz Picasso, Torre Picasso Planta 15, 28020 Madrid, Spain; email: crequest@microstrategy.com”; and
- (f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “twelve (12) months”.

19. Sweden and Denmark. If the Territory is Sweden the MicroStrategy contracting entity on the order is **MicroStrategy Sweden AB** with offices at Mäster Samuelsgatan 60, 111 21 Stockholm, Sweden. If the Territory is Denmark, the MicroStrategy contracting entity on the order is **MicroStrategy Denmark ApS** with registered offices at 2 Axeltorv, c/o Gorrissen Federspiel, 1609 København V, Denmark. The following terms apply for each of Sweden and Denmark:

- (a) if the MicroStrategy contracting entity is MicroStrategy Sweden AB, the Governing Law will be the laws of Sweden; if the MicroStrategy contracting entity is MicroStrategy Denmark ApS, the Governing Law will be the laws of Denmark; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdictions of (i) the Maritime and Commercial Court of Stockholm, if the MicroStrategy contracting entity is MicroStrategy Sweden AB; or (ii) the Maritime and Commercial Court of Copenhagen, if the MicroStrategy contracting entity is MicroStrategy Denmark ApS;
- (c) The following sentence is added at the beginning of the “Term and termination” section of the General Terms: “This Agreement shall be for an indefinite term unless terminated by a party in accordance with the provisions of this Agreement.”.

20. Taiwan. If the Territory is Taiwan, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd.**, with offices at 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632, and the following terms apply:

- (a) The Governing Law will be the Law of Singapore; and

- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of the courts of Singapore; and
- (c) in the event of a conflict between the English-language version and the Chinese-language version of this Agreement, or between the English-language version and the Chinese-language version of an order, the English-language version will prevail.

21. United Arab Emirates (Middle East). If the Territory is the United Arab Emirates, the MicroStrategy contracting entity on the order is **MicroStrategy Middle East FZ-LLC**, a Free Zone Limited Liability Company, registered in the Emirate of Dubai, with company number 21051, whose registered office is at Dubai Internet City, Building 20, Floor 41, Office 106, Dubai, United Arab Emirates, and the following terms apply:

- (a) the Governing Law will be the laws of England and Wales; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and
- (c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section, (b) bodily injuries or death caused by us, (c) the damages resulting from one of the party's gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) US\$ 300,000."; and
- (d) the second sentence of the "Data Protection" section of the General Terms 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
- (e) the following is added as the last sentence to the "Assignment" section of the General Terms: "Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to any person not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.".

22. United Kingdom (and other Territories). If the Territory is a country located in the 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 Schedule 1, the MicroStrategy contracting entity on the order is **MicroStrategy Limited**, 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, and the following terms apply:

- (a) the Governing Law will be the laws of England and Wales; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and
- (c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section, (b) bodily injuries or death caused by us, (c) the damages resulting from one of the party's gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) GBP 300,000."; and
- (d) the following is added as the last sentence to the "Assignment" section of the General Terms: "Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to any person not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999."; and
- (e) Additionally, but only if the Territory is Turkey, the CPI definition in the "Definition" section of the General Terms is deleted and replaced with the following: "CPI" means the latest published percentage increase in Consumer Price Index in Turkey at the time of renewal."; and
- (f) Additionally, but only if the Territory is Chile, (i) the "Renewal of Enterprise Platform Term Licenses" section of the Enterprise Platform License Terms, the "Renewal of Cloud Platform Term Licenses" section of the Cloud Platform License Terms, and the "Renewal of MCE Service" section of the MicroStrategy Cloud Environment Service Terms are inapplicable and (ii) the following language is added after the second sentence of the "Education Passes" subsection of the Services Terms, without otherwise modifying the rest of such "Education Passes" subsection: "Notwithstanding anything to the contrary, Education Pass subscriptions do not include access to any form of MicroStrategy training offered by third parties that have been authorized to provide such training under our MicroStrategy Authorized Training Center program.".