

<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，并且您将只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可用性；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. **Germanv, 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.".