

## Service-Specific Addenda / 特定服務附錄

These service-specific addenda (“**Service-Specific Addenda**”) apply only to the provision of our Technical Support Services, Education Services, and Consulting Services offerings (collectively, the “**Additional Services**”). In the event of a conflict between these Service-Specific Addenda and the Master Service Agreement entered into between you (or your applicable Affiliate) and us governing your use of these Additional Services (“**MSA**”), these Service-Specific Addenda will control but only with respect to the applicable Additional Services being provided to you. Capitalized terms used herein but not otherwise defined shall have the meanings specified in the MSA.

本特定服務附錄（“特定服務附錄”）僅適用於技術支援服務、教育服務和諮詢服務（統稱為“附加服務”）的提供。如果特定服務附錄和您（或您的相應關係企業）與我們簽訂的適用於附加服務的主服務協定（“MSA”）存在衝突，則僅就向您提供的相應附加服務而言，將以本特定服務附錄為準。本附錄使用但未另行定義的粗體術語應具有 MSA 規定的含義。

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1. **Technical Support Services.** Subject to the terms of the Agreement, we will perform the applicable Technical Support Services for the level of Technical Support Services set forth on an Order Form on an Annual Subscription basis. We warrant that we will not materially decrease the level of Technical Support Services provided during an active subscription to such Technical Support Services.

a. **Technical Support Fees and Terms.** Each Order Form for perpetual MicroStrategy Product licenses will separately state the fee for Standard Support, which fee will be priced as a percentage of the license fee. Such Standard Support will be provided for a period of twelve (12) months commencing on the date of delivery of such MicroStrategy Product. Standard Support for term licenses is included during the term of such license as part of the term license fee.

b. **Cloud Elite Support.** If you are an MCE Service customer and you purchase a subscription to Cloud Elite Support (as described in the MCE Service Guide, such Cloud Elite Support subscription begins on the effective date of the Order Form and ends upon expiration of your then-current related Order Term.

1. **技術支援服務。** 根據本協定條款，我們將按照訂購單中以年度訂購方式列出的技術支援服務水準提供相應的技術支援服務。我們保證，我們不會大幅降低在技術支援服務的有效訂閱期內提供的技術支援服務的水準。

a. **技術支援費用和條款。** MicroStrategy 產品永久許可的每張訂購單將單獨規定標準支援的費用，該筆費用將按許可費的百分比定價。我們將在交付上述 MicroStrategy 產品之日起十二（12）個月內提供標準支援。在固定期限許可的期限內，該許可的標準支援費用已包含在該許可的費用中。

b. **雲精英支持。** 如果您是 MCE 服務的客戶且購買了雲精英支持訂閱（如 MCE 服務指南所述），該項雲精英支持訂閱的期限為訂購單生效日起至您屆時有效的相關訂購單期滿之日。

2. **Education Services.** Subject to the terms of the Agreement, we will perform the applicable Education Services as set forth on an Order Form or an online purchase. We offer four (4) types of Education Services – “Education Passes,” “Trial Architect Education Passes,” “Hourly Education Services” and “Custom Education Portal”.

a. **Education Passes.** Education Passes are available on an Annual Subscription basis. 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: (i) 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 (ii) 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.”

b. **Education Pass Terms.**

i. **Reassignment.** 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 such subscription term if the current Education Pass User has not used the Education Pass to attend any public instructor-led courses or access any self-paced training courses or if the current Education Pass User has terminated employment with you.

ii. **Expert.Now.** Each Education Pass User who holds an Architect Education Pass (“**Architect Pass User**”) will receive access to “Expert.Now,” which is an Education Service that enables such 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 website 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.

c. **Trial Architect Education Passes.** Each of your employees with a corporate email address may

2. **教育服務。**受制於本協定條款，我們將提供訂購單或線上購買列出的適用教育服務。我們提供四（4）種教育服務，即“教育護照”、“試用建築師教育護照”、“計時教育服務”和“定制教育門戶網站”。

a. **教育護照。**教育護照可以年度訂購方式獲取。每張教育護照僅為一人（“教育護照使用者”）提供由講師引導之（虛擬或真人）公開訓練課程和自訂進度訓練課程的全球存取權，並包括所有相關認證考試費。教育護照有兩種：（i）“建築師教育護照”，向教育護照使用者提供專門針對“建築師”的年度認證和建立情報中心的所有直播或點播課程的無限存取權，以及我們的“Expert.Now”服務（如下文所詳述）的存取權；和（ii）“分析師教育護照”，向教育護照使用者提供專門針對“分析師”的所有直播或點播課程及年度認證的存取權。

b. **教育護照條款。**

i. **重新分配。**如果當前教育護照使用者未使用教育護照參加任何由講師引導之公開課程或存取任何自訂進度訓練課程，或者已終止與您的勞動關係，則在該教育護照的剩餘訂閱期限內，您享有一次機會將教育護照訂閱重新分配給新的教育護照使用者。

ii. **Expert.Now。**持有建築師教育護照的每個教育護照使用者（“建築師護照使用者”）將獲得“Expert.Now”的存取權。該項教育服務使使用者能夠在正常工作時間內請求存取並加入 MicroStrategy 分析師和建築師（“專家”）的視頻聊天室，以請求有關 MicroStrategy 產品的特色和功能的定制指導和說明。我們將通過 MicroStrategy 社區網站和提供給您的任何其他介面提供“Expert.Now”的存取權。“Expert.Now”服務受限於在所請求的主題領域具有專業知識的專家的可用人數。如果在您請求時無專家可用，建築師護照使用者可以預定在下一個可用時間視窗與專家進行視頻聊天會話。

c. **試用建築師教育護照。**具有公司電子郵寄地址的您的員工均可註冊並獲得建築師教育護照，試用期為自註冊之日起三十（30）天（“試用期”）。在試用期內，該個人將有權獲得建築師教育護照的所有權益（包括“Expert.Now”的存取權），但在試用期內，該個人無法獲得任何建築師認證，也無權參加認證考試。該個人獲得建築師教育護照權益的存取權將在試用期結束時終止，並僅在您購買建築師教育護照的情況下可延期。

register for and receive an Architect Education Pass for a trial period of thirty (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 such Architect Education Pass will terminate, and may only be extended if you purchase an Architect Education Pass.

- d. **Custom Education Portal.** Custom Education Portal is available on an Annual Subscription basis. With the purchase of such Custom Education Portal, we will develop and maintain a Portal. The Portal will include Customized Courseware and educational videos on MicroStrategy applications, and will be (i) accessible only by your employees who hold a corporate email address registered to your web domain; (ii) branded with your name and logo, subject to any reasonable trademark guidelines you provide to us in writing from time to time; and (iii) designed according to our company standards and at our sole discretion. We also will assist you with adapting the Customized Courseware. We will provide you access to our publicly available education courses in the “Business User” series and “Departmental Analyst” series (as described in the Education Course Catalog) 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.
- e. **Term of Education Passes and Custom Education Portal.** Except as otherwise set forth on an Order Form, each Education Pass subscription and Custom Education Portal subscription, as applicable, will be provided for a period of twelve (12) months commencing on the effective date of the Order Form.
- f. **Hourly Education Services.** Hourly Education Services are available on an Hourly or Prepaid Hourly basis. Under an Hourly 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 such Hourly Education Services. We grant you a limited, personal, non-sublicensable, non-transferable, non-exclusive license during the Order Term to use the work product we deliver as part of an Hourly Education Services engagement solely for your internal business purposes.
- g. **Instructor-Led Private Classes.** For each in-person instructor-led private training class delivered at a non-MicroStrategy location, (i) if the instructor is

- d. **定制教育門戶網站。**定制教育門戶網站可以年度訂購方式獲取。在您購買定制教育門戶網站後，我們將建立並維護一個門戶網站。該門戶網站將包括關於 MicroStrategy 應用程式的定制課件和教育視頻，並將 (i) 僅可由擁有註冊到您網路域名的公司電子郵寄地址的您的員工存取，(ii) 根據您不時書面向我們提供的合理商標指南使用您的名稱和標識塑造品牌，和 (iii) 由我們自主決定根據我們的公司標準進行設計。我們還將協助您調整定制課件。我們將通過門戶網站為您提供我們“業務使用者”系列和“部門分析師”系列（如教育課程目錄所述）公開教育課程的存取權，其中包括講師引導之直播或點播公開訓練課程、自訂進度訓練課程和年度認證（視情況而定），但前提是僅您的員工有權存取前述課程。
- e. **教育護照和定制教育門戶網站服務的期限。**除訂購單另有規定外，每張教育護照訂閱和定制教育門戶網站訂閱（視情況而定）將在訂購單生效日起十二（12）個月內有效。
- f. **計時教育服務。**計時教育服務可以每小時或預付每小時方式獲取。在計時教育服務專案下，我們將協助您定制並根據您的應用程式標準、資料集、定制要求和用例調整我們課件和培訓課程。您將為我們報銷我們在提供計時教育服務時產生的所有合理費用。我們在訂購期內向您授予不可再許可、不可轉讓、非排他性的有限的個人許可，僅供您將我們在計時教育服務專案中交付的工作成果用於您的內部業務目的。
- g. **講師引導之私人課程。**對於在 MicroStrategy 以外地點提供的每場講師引導之現場私人培訓課程，(i) 如果要求講師出差授課，您將為我們報銷講師的合理差旅費，及 (ii) 如果我們需要租賃場地授課，您將為我們報銷我們產生的所有合理的場地租賃費用。
- h. **附加教育服務條款。**
- i. **課程材料。**所有教育服務課程材料（“課件”）均由我們擁有版權，並屬於我們的機密資訊。您僅能複製並向購買教育服務或（對於講師引導之課程而言）參加課程的您的員工（或您指定的其他個人）分發一份課件。課件僅可由購買教育服務或（對於講師引導之課程而言）參加課程的個人僅用於自身培訓。
- ii. **分包商。**不論本協定是否有任何相反規定，您同意我們使用分包商提供教育服務。
- iii. **線上購買。**就線上購買的教育服務而言，所稱訂購單將被視為線上購買，所稱“訂購單生效日”將被視為線上購買的日期。此外，不論本協定是否有任何相反規定，如果您通過信用卡線上購買某些教育服務並選擇按月付費選項，我們將在您訂閱教育服務的期限內按月從您提供的信用卡中扣費。

required to travel to deliver the class, you will reimburse us for the instructor’s reasonable travel expenses and (ii) if we are required to rent a facility to deliver the class, you will reimburse us for all reasonable facility rental fees we incur.

**h. Additional Education Service Terms.**

- i. **Course Materials.** All Education Service course materials (the “Courseware”) are copyrighted by us and are our Confidential Information. You may only reproduce and distribute one copy of the Courseware to your employees (or other individuals designated by you) who purchase such Education Services or, in the case of instructor-led classes, who attend the class. Your use of the Courseware is limited to use only by those individuals who purchase such Education Services or, in the case of instructor-led classes, who attend the class, in each case, solely for their own training purposes.
- ii. **Subcontractors.** Notwithstanding anything to the contrary in the Agreement, you consent to our use of subcontractors to provide Education Services.
- iii. **Online Purchases.** With respect to Education Services purchased online, references to an Order Form will be deemed to refer to such online purchase, and references to the “effective date of an Order Form” will be deemed to mean the date of such online purchase. Further, and notwithstanding anything to the contrary in the Agreement, if you purchase certain Education Services 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 for such Education Service.

3. **Consulting Services.** We offer Consulting Services at four (4) consultant resource levels – “Consultant,” “Senior Consultant,” “Principal Consultant” and “Fellow.” We will perform the applicable Consulting Services tasks set forth on an Order Form at your request on an Hourly or Prepaid Hourly basis at the hourly rates applicable to each such resource level. You will reimburse us for all reasonable expenses we incur when delivering such Consulting Services. We grant you a limited, personal, non-sublicensable (except as permitted in this section), non-transferable, non-exclusive license during the Order Term to use the work product we deliver as part of a Consulting Services engagement solely for your internal business purposes and, only if you are a MicroStrategy partner to whom we are providing Consulting Services on behalf of an end customer, the right to sublicense such work product to such end customer solely to support such end customer’s use of our MicroStrategy Products.

3. **諮詢服務。**我們基於四（4）級顧問資源提供諮詢服務，即“顧問”、“高級顧問”、“首席顧問”和“會員”。我們將根據您的要求，以適用於相應資源級別的小時費率，以每小時或預付每小時方式提供訂購單列出的相應諮詢服務任務。您將為我們報銷我們在提供諮詢服務時產生的所有合理費用。我們在訂購期內向您授予不可再許可（本條許可的除外）、不可轉讓、非排他性的有限的個人許可，僅供您將我們在諮詢服務中交付的工作成果用於您的內部業務目的，並向您授予（前提是您是代表最終客戶接受我們諮詢服務的 MicroStrategy 合作夥伴）僅為支援該最終客戶使用 MicroStrategy 產品而向該最終客戶再許可前述工作成果的權利。

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| <p><b>4. General.</b></p> <p>a. <b>Hourly.</b> Additional Services purchased on an Hourly basis will be provided at your request for up to twelve (12) months beginning on the effective date of the Order Form. The number of hours of such Additional Services provided may differ from such estimate; provided that, we will not exceed such hour estimate without your prior written approval, including via email. We do not guarantee completion of deliverables within any specific number of hours.</p> <p>b. <b>Prepaid Hourly.</b> Additional Services purchased on a Prepaid Hourly basis will be provided at your request up to such stated number of hours for up to twelve (12) months beginning on the effective date of the Order Form. Any hours not requested during such twelve (12) month period will expire. We will invoice you for Additional Services delivered in excess of such stated number of hours at the Prepaid Hourly rates listed on the Order Form. We do not guarantee completion of deliverables within any specific number of hours.</p>  | <p><b>4. 一般規定。</b></p> <p>a. <b>每小時。</b>以每小時計費方式購買的附加服務將在訂購單生效日起最多十二（12）個月內根據您的要求提供。提供附加服務的小時數可能與預估小時數不同，但未經您事先書面（包括通過電子郵件）批准，我們不會超過預估小時數。我們不保證在任何特定小時數內完成交付成果。</p> <p>b. <b>預付每小時。</b>以預付每小時計費方式購買的附加服務將在訂購單生效日起最多十二（12）個月內根據您的要求提供，直至達到所規定的小時數。未在該十二（12）個月期間提出要求的小時數將會失效。我們將以訂購單列出的預付每小時費率向您收取超過該等規定小時數交付的附加服務的費用。我們不保證在任何特定小時數內完成交付成果。</p>   |
| <p><b>5. Definitions.</b></p> <p>a. <b>“Annual Subscription”</b> means an annual subscription pricing model as designated by an “Annual” interval on an Order Form, which is invoiced at a fixed annual fee and payable by you in advance following the execution of an Order Form.</p> <p>b. <b>“Customized Courseware”</b> means our courseware and training classes adapted to your applicable standards, data sets, customizations and use cases for inclusion in the Portal.</p> <p>c. <b>“Hourly”</b> means an hourly pricing model as designated by a “Project” interval on an Order Form, which is invoiced at an hourly rate on a time and materials basis for an estimated number of hours and for all reasonable expenses we incur as provided herein.</p> <p>d. <b>“Portal”</b> means an education portal on the microstrategy.com web domain customized with content for your business.</p> <p>e. <b>“Prepaid Hourly”</b> means a prepaid hourly pricing model as designated by an “Annual” interval on an Order Form, which is invoiced, and payable by you in advance following the execution of an Order Form, for the total number of stated hours at an hourly rate on a time and materials basis for such number of hours and for all reasonable expenses we incur as provided herein.</p> | <p><b>5. 定義。</b></p> <p>a. <b>“年度訂購”</b>指由訂購單上的“年度”期間指定的年度訂閱計價模式，該模式收取固定的年度費用，您應在簽署訂購單後預付該筆費用。</p> <p>b. <b>“定制課件”</b>指根據您的適用標準、資料集、定制要求和用例調整的我們課件和培訓課程，以供納入門戶網站。</p> <p>c. <b>“每小時”</b>指訂購單上的“專案”期間指定的按小時計價模式，該模式以按照時間和材料為基準的小時費率收取預估小時數的費用，並就我們產生的所有合理支出（如本附錄所述）收取費用。</p> <p>d. <b>“門戶網站”</b>指在 microstrategy.com 網路域名上為您的業務內容定制的教育門戶網站。</p> <p>e. <b>“預付每小時”</b>指訂購單上的“年度”期間指定的按小時預付費用的計價模式，該模式以按照時間和材料為基準的小時費率收取規定總小時數的費用以及我們產生的所有合理支出（如本附錄所述），您應在簽署訂購單後預付該筆費用。</p> |