

# Master Service Agreement

## マスターサービス契約

This Master Service Agreement (“MSA”) applies to any Order Form entered into between the Strategy contracting party (“we,” “us,” “our”) and the entity or person ordering Products (“Customer” or “you,” “your”), and specifies the terms and conditions under which we will provide Products to you and your Affiliates. Unless otherwise specified, capitalized terms will have the meanings set forth in Section 10 (Definitions) of this MSA.

この契約（以下、「**本契約**」という）は、ストラテジー契約当事者（以下、これらを総称し「**ストラテジー**」という）と製品を発注する事業者（以下、「**お客様**」という）との間で交付される注文書に適用され、ストラテジーがお客様に対し製品を提供するうえでの条件を規定する。別途規定される場合を除いて、定義された用語は本契約第 10 条（定義）に規定される意味を有する。

### Table of Contents 目次

| Topic 表題                                                                     | Page ページ |
|------------------------------------------------------------------------------|----------|
| Access and Use of Products 製品へのアクセス及びその使用                                    | 1        |
| Fees & Audit Rights 料金及び監査権                                                  | 3        |
| Intellectual Property Rights & Restrictions 知的財産権及び制限                        | 5        |
| Confidentiality 秘密保持義務                                                       | 6        |
| Term and Termination 有効期間及び終了                                                | 7        |
| Warranty 保証                                                                  | 8        |
| Indemnification 補償                                                           | 9        |
| Limitation of Liability 責任制限                                                 | 11       |
| General Terms 雑則                                                             | 11       |
| Definitions 定義                                                               | 14       |
| Contracting Entity, Governing Law, Venue, Notices ストラテジー契約当事者、準拠法、専属的裁判管轄、通知 | 18       |

#### 1. ACCESS AND USE OF PRODUCTS

- Access to Services.** Subject to the terms of the Agreement and Documentation, commencing on the effective date of the Order Form and any renewal, as applicable, we permit your applicable Named Users to access and use the Services specified in your Order Form(s) during its applicable Order Term, solely for your internal business purposes.
- License for On-Premise Software.** If your Order Form includes an order for on-premises Software (such software, the “**On-Prem Software**”), then subject to the terms of the Agreement and Documentation, commencing on the date of delivery of the On-Prem Software to you, we grant you a limited, personal, non-sublicensable, non-transferable, non-exclusive license during the Order Term specified in your Order Form to (i) install, reproduce and execute such applicable On-Prem Software on servers and workstations operated by you or by third-party cloud service providers operating servers and workstations on your behalf, in each case, in the applicable Territory and (ii) grant your applicable Named Users access to such On-Prem Software from such servers and workstations, solely for your internal business purposes.

#### 1. 製品へのアクセス及びその使用

- 本サービスへのアクセス** 本契約及び本文書に規定される条件において、注文書に記載される発効日以降（適用ある場合、各更新期間を含む）、ストラテジーは、該当する指定ユーザに対し、注文有効期間、社内での事業目的のみを目的として、注文書に規定の本サービスへのアクセスを許諾する。
- オンプレミスソフトウェアに係るライセンス** 注文書にオンプレミス向けのソフトウェア（以下、「**オンプレミスソフトウェア**」という）への発注が含まれる場合、本契約及び本文書に規定される条件において、オンプレミスソフトウェアの納品日以降、は、お客様に対して、注文書に規定の注文有効期間、限定的、個人的、サブライセンス禁止、譲渡禁止かつ非独占的な次の権利を付与する。(i)本領域においてお客様又はお客様のためにサーバ及びワークステーションを運用する第三者のクラウドサービス事業者によって運用されるサーバ及びワークステーションにオンプレミスソフト

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>c. <b>Certain Restrictions.</b> The Order Form may provide for specific quantities of licenses for applicable Named Users of the Software or, in the case of On-Prem Software, specific quantities of CPU licenses. When specified quantities of licenses for applicable Named Users are identified, only that quantity of applicable Named Users may access and use such Software in one production environment and up to two non-production environments. If specified quantities of CPU licenses are identified, you may only install and execute the applicable Software on that quantity of CPUs in one production environment and up to two non-production environments, for use in support of an unspecified quantity of applicable Named Users.</p> <p>d. <b>Deployment Environment.</b> If a specific operating or cloud environment is specified in the Order Form, the applicable Software may only be accessed, installed or executed from or in such specified environment, except for any On-Prem Software which technically requires deployment in a different operating or cloud environment.</p> <p>e. <b>Affiliates.</b> Your Affiliates may purchase Products from us by executing an Order Form which is governed by the terms of the Agreement. This will establish a new and separate agreement between your Affiliate and the Strategy entity signing such Order Form.</p> <p>f. <b>Restrictions on Access and Use.</b> You and your applicable Affiliates agree to not: (i) access, use, copy, display, distribute, transfer, lease, sell, resell, license, sublicense, or otherwise make available the Products in any manner or for any purpose not authorized by the Agreement, including in a manner that exceeds your authorized access and use rights or that is intended to avoid incurring fees or exceed usage limits or quotas, or in a manner contrary to applicable law; (ii) modify, reverse engineer, decompile or create derivative works of any portion of the Products, except as provided in the Documentation or except to the extent permitted by applicable law; (iii) interfere with or disrupt the integrity or performance of Products or attempt to gain unauthorized access to a Product or its related systems or networks; (iv) use the Products to develop or train any product or service that is competitive with our business or offerings; (v) make available to any third-party any analysis of the operation or benchmarking of the Products or any Reports, without our prior written consent; (vi) use any Product to provide time-sharing services, software-as-a-service offering, service bureau services or similar services or (vii) use the Products to store or transmit material in violation of third-party privacy rights or that is infringing or otherwise unlawful or tortious or that constitutes Malicious Code.</p> <p>g. <b>Customer Responsibility.</b> You are responsible for compliance with the Agreement by your representatives and applicable Affiliates permitted hereunder that use or access the Products under your account and for the proper operation of your network and your systems used to connect to the Products.</p> | <p>テーションからオンプレミスソフトウェアにアクセスする権限を付与すること。</p> <p>c. <b>ライセンスの制限</b> 注文書においては、ソフトウェアを使用するライセンス（オンプレミスソフトウェアの場合、CPU ライセンス）が付与される該当する指定ユーザ数を規定することがある。係る数量が規定された場合、当該数量の該当する指定ユーザに限り、一つの本番環境及び最大二つの開発環境においてソフトウェアにアクセスし使用できる。CPU ライセンスの数量が規定された場合、お客様は、該当する指定ユーザのサポートに使用することを目的として、オンプレミス環境及びクラウドの開発環境においてソフトウェアを当該CPUにインストールし、当該環境において有効化できる。ただし、技術上異なる動作環境又はクラウド環境が必要となるオンプレミス環境についてはこの限りではない。</p> <p>d. <b>設置環境</b> 注文書において動作環境及び最大二つの開発環境においてソフトウェアを当該CPUにインストールし、当該環境において有効化できる。</p> <p>e. <b>関連会社</b> お客様の関連会社は、本契約に従った注文書によって、ストラテジーから製品を購入することができる。この場合、当該関連会社とストラテジーの双方が当該注文書に署名する。</p> <p>f. <b>アクセス及び使用上の制限</b> お客様及びその関連会社は、次の行為を行わないことについて同意する。(i) 許可されたアクセス権限及び使用権限を逸脱する態様、費用負担の回避を目的とする態様若しくは使用制限若しくは割当量を超える態様、又は適用法令に抵触する態様を含み、本契約上許諾されない態様又は目的で、製品へのアクセス、使用、複製、表示、譲渡、リース、販売、再販、ライセンス付与、サブライセンス付与その他の方法で製品を利用可能とすること。(ii) 本文書に規定される又は適用法上認められている場合を除いて、本製品の改造、リバースエンジニアリング、逆コンパイル又は派生物の生成を企図すること。(iii) 製品の完全性若しくは性能を妨害し若しくは破壊すること、又は製品若しくはその関連システム若しくはネットワークへの不正アクセスを試みることを。(iv) 製品を使用してストラテジーの事業又は提供サービスと競合する製品又はサービスを開発又はトレーニングすること。(v) ストラテジーの書面による事前同意なく製品又はレポートの運用又はベンチマークに関する分析を第三者に提供すること。(vi) 製品を使用してタイムシェアリングサービス、SaaSサービス、クラウドサービスにおいて製品を使用しこれにアクセスすることが認められていない。</p> <p>g. <b>お客様の責任</b> お客様は、自身のネットワーク上において製品を使用しこれにアクセスすることが認められていない。</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>d. <b>Taxes.</b> Fees payable hereunder do not include Taxes. You are responsible for paying all Taxes associated with your purchases hereunder, including without limitation all use or access of the Products by you. If we have a legal obligation to pay or collect Taxes for which you are responsible hereunder, we will invoice you that amount and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. You may not deduct taxes from payments to us, except as required by applicable law, in which case you must increase the amount payable as necessary so that, after making all required deductions and withholdings, we receive and retain (free from any liability for Taxes) an amount equal to the amount we would have received had no such deductions or withholdings been made. Upon our request, you will provide us with proof of withholding tax remittance to the respective tax authority.</p> <p>e. <b>Audit Rights.</b> In the instances when an audit is the only way we can verify accuracy of your payment obligations under the Agreement, we have the right (and you agree to reasonably cooperate) to audit your books and records, no more than once per 12-month period, to the extent necessary to verify such accuracy.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>面にて通知してから 30 日が経過しても支払がなされない場合、ストラテジーは、(i)当該支払が全額なされるまでお客様の製品の使用権限を停止するか、(ii)一切の注文書に記載されている全ての未払料金に係る期限の利益を直ちに喪失させることができる。</p> <p>d. <b>税金</b> 本契約に基づき支払われる料金に税金は含まれない。お客様は、製品の使用及びこれへのアクセスを含め、本契約に基づく購入により発生する税金について、その責任において支払わなければならない。お客様が本契約上支払う義務を負う税金について、ストラテジーが徴収して支払う法的義務を負う場合、お客様からストラテジーに対し適切な課税当局が承認した有効な非課税証明を提出され、お客様が本契約に基づき支払義務を正確に履行していることを証明するうえで監査を行う必要がある場合、ストラテジーは、12 か月に一度を上限として、係る正確性を証明するのに必要な範囲で、お客様の帳簿及び記録を監査することができ、お客様はこれに合理的な範囲で協力しなければならない。</p>                                                                                                                             |
| <p>3. <b>INTELLECTUAL PROPERTY RIGHTS &amp; RESTRICTIONS</b></p> <p>a. <b>Our Intellectual Property Rights.</b> You agree that we or our licensors retain all right, title and interest in and to all Products (including any related Updates). Except for the limited rights set forth in the Agreement, no right, title or interest in or to any Products is granted to you. You may not remove or obscure any intellectual property or proprietary rights notices or legends contained in or affixed to any output of the Products.</p> <p>b. <b>Customer Data &amp; Use to Improve Services.</b> You own all right, title and interest in and to your Customer Data. You grant us a non-exclusive, worldwide, irrevocable license to use the Customer Data for the purpose of operating, supporting or improving the Products, including in the manner provided to you. Further, we may collect usage and diagnostic data, but not Protected Data, related to your use of the Products to help us provide, support and improve our Products.</p> <p>c. <b>Evaluation Licenses.</b> We may, in our sole discretion, offer some features or Products as a preview, or as an alpha, beta, experimental or other pre-release version (each, an “<b>Evaluation Product</b>”). You may use Evaluation Products solely for internal testing and evaluation. We may discontinue, modify, terminate, or cease support for the Evaluation Products at any time without notice to you, and may decide not to make any of the features and functionality generally available. You agree that once you use an Evaluation Product, your content or data may be affected such that you may be unable to revert back to a prior non-evaluation version of the same or similar feature or Product. Additionally, if such reversion is possible, you may not be able to return or restore data</p> | <p>3. <b>知的財産権及び制限</b></p> <p>a. <b>ストラテジーの知的財産権</b> お客様は、ストラテジー又はそのライセンサーが製品（関連するアップデートを含む）の一切の権利利益を保持することについて同意する。本契約に規定されるものを除き、製品に係るいかなる権利利益もお客様に付与されない。お客様は、製品を用いた成果物に明示される知的財産権又は所有権に関する注記を削除又は不明瞭化させることはならない。</p> <p>b. <b>お客様データ</b> お客様データはお客様の権利を有する。お客様は、ストラテジーに対し、お客様に提供される方法を含め、製品を運用、サポート又は改善する目的でお客様データを使用する非独占的、世界的かつ取消不可能な権限を付与する。ストラテジーは、製品の提供、サポート及び改善を目的としてお客様の製品の使用に関連する使用・診断データ（保護対象データを除く）を収集でき、一部機能又は製品をプレビュー版、アルファ版、ベータ版、実験版その他プレリリース版（以下、これらを「<b>評価途上製品</b>」という）として提供できる。お客様は、評価途上製品を社内でのテスト又は評価にのみ使用できる。ストラテジーは、お客様に通知することなく、いつでも評価途上製品のサポートを中断、変更又は終了できる。お客様は、評価途上製品を使用した場合、お</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>created within the Evaluation Product back to the prior non-evaluation version. Further, you may not be able to recover such content or data if your right to use an Evaluation Product expires before you purchase a right to use Products on a non-evaluation basis. WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, THAT ANY EVALUATION PRODUCTS AS PROVIDED TO YOU, OR AS MAY BE PROVIDED TO YOU IN THE FUTURE, ARE COMPLETE, VERIFIED, TESTED OR WITHOUT BUGS OR ERRORS, OR FIT FOR ANY PURPOSE. THE EVALUATION PRODUCTS AND ANY RELATED DOCUMENTATION ARE PROVIDED AT ALL RELEVANT TIMES AS IS, INCLUDING ALL FAULTS, AS AVAILABLE.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>前の評価対象でないバージョンの製品に復元することができない可能性があることを同意する。係る復元が可能である場合であっても、評価途上製品にて生成されたデータを従前の評価対象でないバージョンに復元できない場合がある。お客様の評価途上製品を使用する権利が評価対象でないバージョンの製品を使用する権利を購入する前に失効した場合、お客様のコンテンツ又はデータを復元できない可能性がある。ストラテジーは、提供した又は今後提供される評価途上製品が完全であること、実証済みであること、バグがないこと及びいかなる目的にも適合することの明示又は黙示の一切の保証を行わない。評価途上製品及びこれ</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>4. CONFIDENTIALITY</b></p> <p>a. <b>Confidentiality.</b> Each party (as “<b>Receiving Party</b>”) may receive Confidential Information of the other party in the course of the Agreement. Accordingly, each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), and further agrees to: (i) not use any Confidential Information of the other party (the “<b>Disclosing Party</b>”) for any purpose outside the scope of the Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with the Agreement and who are bound by obligations of confidentiality to the Receiving Party not materially less protective of the Confidential Information than those herein. Each party agrees to hold the other party’s Confidential Information in confidence during the term of the Agreement and for a period of five (5) years after the termination or expiration of the Agreement (except that with respect to Confidential Information that qualifies as a trade secret under applicable law, the confidentiality obligations shall be perpetual).</p> <p>b. <b>Permitted Disclosures.</b> If a Receiving Party is required by law, regulation or court order to disclose Confidential Information of the Disclosing Party, then the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with advance written notice and cooperate in any effort of the Disclosing Party to obtain confidential treatment of the Confidential Information including the opportunity to seek appropriate administrative or judicial relief.</p> <p>c. <b>Injunctive Relief.</b> The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.</p> | <p><b>4. 秘密保持義務</b></p> <p>a. <b>秘密保持</b> 各当事者は、本契約に基づき、他方当事者の秘密情報を受領することができる（以下、秘密情報を受領する当事者を「<b>受領当事者</b>」という）。各当事者は、類似する自己の機密情報の機密性を保護する場合と同等の注意（合理的な注意の程度を上回る）をもってこれを保護する。さらに、次の事項について同意する。(i)他方当事者（以下、秘密情報を開示する当事者を「<b>開示当事者</b>」という）の秘密情報を本契約の目的以外に使用しないこと。(ii)開示当事者が書面によって許諾した場合を除いて、開示当事者において秘密情報にアクセスできる者を自己又は関連会社の従業員及び受託業者で本契約に基づく目的上これにアクセスする必要がある、本契約上の秘密保持義務と事実上同等の水準の秘密保持義務を受領当事者に対して負っている者に限定すること。各当事者は、本契約の有効期間及び本契約終了後も5年間、他方当事者の秘密情報を受領する権利を保有する。ただし、開示当事者が法廷又は裁判所の命令により秘密情報を開示を要せられた場合、受領当事者は、法廷に認められる秘密情報について、秘密保持義務は期限の定めなく存続する。）</p> <p>b. <b>許諾される情報開示</b> 受領当事者は、秘密情報の開示は金銭賠償によっても回復できない甚大な損害をもたらしうること、そのため開示当事者は受領当事者による漏えいがあった場合には法律上認められる救済措置に加えて差止請求が可能となることについて同意する。</p> <p>c. <b>差止め</b> 受領当事者は、秘密情報の開示は金銭賠償によっても回復できない甚大な損害をもたらしうること、そのため開示当事者は受領当事者による漏えいがあった場合には法律上認められる救済措置に加えて差止請求が可能となることについて同意する。</p> <p>d. <b>秘密情報の返却</b> 開示当事者が書面により請求した場合、受領当事者は、開示当事者の秘密情報が含まれる一切の資料（通常のバックアップその</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>d. <b>Return of Confidential Information.</b> Upon written request of the Disclosing Party, except for electronic copies made in the course of normal network backups or as otherwise set forth in this Agreement, the Receiving Party will promptly return to the Disclosing Party or destroy (and provide written certification of such destruction) all materials containing or reflecting any of the Disclosing Party's Confidential Information.</p> <p>e. <b>Personal Data &amp; Data Security.</b> You will not transfer to us or provide us any access to any Protected Data in connection with the Agreement, except for Protected Data related to your contact persons or uploaded or transferred to a cloud Service. We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our Affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements. If you upload or transfer Protected Data to a cloud Service, you will enable encryption of report caches and intelligent cubes which are saved to disk.</p>                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>他本契約に基づき作成される電子コピーを除く)を速やかに開示当事者に返却する。</p> <p>e. <b>個人情報データ及びデータ保護</b> お客様は、ストラテジーに対して、お客様の連絡担当者又はクラウドサービスにアップロード若しくは移転された保護データを除いて、一切の保護対象データを本契約に関連して移転してはならず、またこれに対するアクセス権限を提供してはならない。ストラテジーは、お客様から提供された保護対象データを保護するために技術上、組織上及び安全上の措置を講じており、自己の義務を履行すること、権利を行使すること、お客様に情報提供すること並びに法令上及び監査上の要請を遵守することを唯一の目的として、係る保護データにアクセスし、これを使用し、関連会社及び第三者（欧州経済圏以外に所在する者を含む）に移転することができる。</p>                                                                                                                                                                                                                                                           |
| <p>5. <b>TERM AND TERMINATION</b></p> <p>a. <b>Term.</b> The Agreement is effective as of the effective date of your initial Order Form (except that if the parties mutually execute this MSA before an Order Form, then this Agreement is effective as of the date of this MSA) and will remain in effect until terminated in accordance with the terms of the Agreement. If there are no Order Forms in effect, either party may terminate the Agreement upon written notice to the other party. Further, you may terminate the Agreement for convenience upon written notice to us, as long as you remain responsible for paying all remaining amounts that would have been due under the Agreement had it not been terminated early.</p> <p>b. <b>Right to Terminate.</b> Either party may terminate the Agreement (including all related Order Forms) if the other party: (i) materially breaches the Agreement (and for clarity, a failure to pay fees by Customer is a material breach of the Agreement), and fails to cure such material breach within thirty (30) days after receiving written notice from the terminating party; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days (to the extent such termination is not prohibited by law).</p> <p>c. <b>Effect of Termination.</b> In the event the Agreement is terminated by you due to our material breach of the Agreement or is terminated pursuant to Sections 6.b or 9.a, we will refund you any prepaid fees that have not accrued prior to the date of termination. In the event the</p> | <p>5. <b>有効期間及び終了</b></p> <p>a. <b>有効期間</b> 本契約はお客様の最初の注文書が有効となる時点から効力を生じ（ただし、両当事者が注文書の発行前にすでに本契約を締結していた場合は、本契約の締結日から効力を生じる）、本契約がその規定に基づき終了するまで効力を有する。有効な注文書が全く発行されていない場合、各当事者は、他方当事者に書面で通知することにより本契約を終了させることができる。お客様は、ストラテジーに対する書面通知により本契約をいつでも終了させることができる。この場合、</p> <p>b. <b>解除</b> 様は各当事者が早期に終業者が決められ、本契約を解除することができる。 (i)本契約への違反が重大であり（なお、支払遅滞への違反は重大とみなされる）、他方当事者からの書面での通知から 30 日以内に当該違反を治癒しなかった場合。 (ii)後継の者を設けることなく事業運営を停止した場合。 (iii)破産、管財、信託証書、債権者整理、和議若しくはこれらと同等の手續に基づく保護を求める場合又は係る手續が対象の当事者に対して開始され、60 日以内の違反を理由とせず本契約が解除され、場合や認められる場合に限る。</p> <p>c. <b>本契約終了の効果</b> ストラテジーの本契約の重大な違反を理由とせず本契約が解除された場合、第 6.b 項若しくは第 9.a 項に従って本契約が終了</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Agreement is terminated by us due to your material breach of the Agreement or you terminate for convenience, you will pay all remaining amounts that would have been due under the Agreement had it not been terminated early. Upon your written request within thirty (30) days of the expiration or termination of the Agreement, we will provide you with all Customer Data in our standard database export format at no additional cost to you. Upon termination of the Agreement or all related Order Forms, the Agreement, all Product licenses and your right to access or receive the Services (and our obligations to provide Services) will terminate. When a Product license expires or terminates, you will immediately cease using the Product.</p> <p>d. <b>Survival.</b> Sections 2, 3.a, 3.b, the last sentence of 3c, 4, 5, 6, 7, 8, 9, 10, Exhibit A of this MSA and the Territory-Specific Addenda shall survive the termination or expiration of the Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>契約終了の日までに支払対象となっていない一切の前払金を払い戻す。お客様の重大な違反によってストラテジーが本契約を終了した場合又はお客様が任意にこれを解約した場合、お客様は、本契約が早期に終了しなければ支払対象となる一切の未払金を支払わなければならない。お客様が本契約の終了から 30 日以内に書面で要請した場合、ストラテジーは、お客様に対し、一切のお客様データをストラテジーの標準的なデータ移転フォーマットにより無償で提供する。本契約及び注文書の終了に伴い、製品に関する使用許諾及びお客様の本サービスに対するアクセス権限（及びストラテジーの本サービスの提供義務）は終了する。製品 3.c 項末尾、第 4 項、第 5 項、第 6 項、第 7 項、第 8 項、第 9 項、第 10 項及び別紙 A 並びに領域向け品の使用を中止しなければならない。追加規程は、契約の終了または満了後も存続するものとする。</p>                                                                                                                                                                                                                           |
| <p>6. <b>WARRANTY</b></p> <p>a. <b>Mutual Warranty.</b> Each party represents and warrants to the other party that it has validly entered into the Agreement and has the legal power to do so and, in connection with its performance of the Agreement, shall comply with all laws applicable to it.</p> <p>b. <b>Product Warranty.</b> With respect to any Products and any Updates you procure under an Order Form (other than Consulting Services, Education Services or Technical Support Service, for which the sole warranty is set forth in <u>Section 6.c</u>), we warrant and covenant during the applicable Order Term (or for perpetually licensed Software, for a period of six (6) months from the effective date of an Order Form), that (i) such Products will perform in substantial conformance with the technical specifications in the Documentation, (ii) the functionality of each such Product will not be materially reduced by us, and (iii) we will scan such Products using a recognized virus scanning program and we will use commercially reasonable efforts to remove any detected Malicious Code prior to release. Your exclusive remedy and our sole liability for any breach of the foregoing warranty will be (x) the correction of the Product errors that caused the breach of such warranty, (y) replacement of such Product with materially functionally equivalent software, or (z) if we cannot accomplish either (x) or (y) despite using our reasonable efforts after sixty (60) days, then either party may terminate the Order Form for the affected Product, and we will refund you any prepaid fees paid for the terminated Product for periods after the effective date of termination.</p> <p>c. <b>Consulting, Education and Technical Support Services Warranty.</b> During the applicable Order Term, we warrant that any Consulting Services, Education Services or Technical Support Services provided by us as part of the</p> | <p>6. <b>保証</b></p> <p>a. <b>相互保証</b> 各当事者は、他方当事者に対して、本契約を適法に締結したこと、これを締結する法的権限を有すること及び本契約の履行に関連して<b>製品保証</b>を遵守することを表明し保証する製品及びアップデート（第 6.c 項の規定が唯一の保証内容となるコンサルティングサービス、教育サービス又は技術サポートサービスを除く）について、ストラテジーは、注文有効期間中（期限の定めなく使用が許諾されるソフトウェアについては、注文書の効力発生日から 6 ヶ月間）、以下の事項を保証する。(i)製品が重要な点において本文書の技術的仕様に従って作動すること。(ii)製品の機能がによって大きく制限されないこと。(iii)適切なウイルススキャンプログラムを用いて製品をスキャンし探知されたマリシャスコードをリリース前が除去されるよう合理的な範囲で努力すること。係る保証に抵触した場合にお客様に唯一認められる救済措置は、次のいずれかである。(x)当該違反の原因となった製品のエラーを修正すること。(y)製品を機能的に同等のソフトウェアと交換すること。(z)ストラテジーが 60 日を経過後、教育及び技術サービスが実現できないに関する保証 各当事者は期間製品に係る注文書を終了させざるが環きし提供されるはお客様に対して終了時救済降に相当及び製品に係る前払金を払い戻す。以下の事項を保証する。(i)一</p> |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Services will be performed (i) in a competent and workmanlike manner in accordance with accepted industry standards and practices, and (ii) in accordance with all material requirements set forth in the applicable statement of work. Your exclusive remedy and our entire liability for any breach of the foregoing warranty will be (x) that we will use commercially reasonable efforts to re-perform such Services in conformance with the foregoing warranty requirements or (y) if we cannot accomplish (x) despite using our reasonable efforts after sixty (60) days, then either party may terminate the affected Service and we will refund you any prepaid fees paid for such Service for periods after the effective date of termination.</p> <p>d. <b>Warranty Disclaimer.</b> EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THE AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO YOU.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>すること。(ii)重要な点において仕様書のとおりに作動すること。係る保証に抵触した場合にお客様に唯一認められる救済措置は、次のいずれかである。(x)当該保証のとおりに提供されるよう本サービスを再度履行する。(y)ストラテジーが 60 日を経過しても(x)が実現できなかった場合、各当事者は当該本サービスを終了させることができ、ストラ</p> <p>d. <b>免責</b>—は本契約様明記される場合を除く。ストラテジーは、一切の明示的、黙示的、法的その他の保証を行わず、特に商品性及び特定の目的への適合性に係る保証を含む黙示的な保証からは完全に免責される。ストラテジーは、製品にエラーが含まれないこと及び中断が生じないことを保証しない。本契約に規定される限定的な保証が、お客様に認められる唯一かつ排他的な保証である。</p>                                                                                                                                                                                                                                                                                                          |
| <p>7. <b>INDEMNIFICATION</b></p> <p>a. <b>Indemnification by Us.</b> We will defend you (and your Affiliates, directors, officers, employees and agents), at our expense, from Claims and will indemnify and hold you (and your Affiliates, directors, officers, employees and agents) harmless against Losses incurred by you in connection with such third party Claims, but solely to the extent such third party Claims arise from an allegation that your use of the Products as contemplated hereunder infringes a third party's intellectual property rights, or death, bodily harm, or damage to tangible personal property due to our personnel's gross negligence or willful misconduct in providing Services on your premises to you. However, we will have no indemnification obligations to you if the Claim or Loss arises from (i) any access, use, reproduction, distribution or modification of any Product in a manner not authorized under the Agreement or in violation of law; (ii) our use of materials or data (including Customer Data) provided by you or a third party in the manner permitted under the Agreement; (iii) your use of the Products in combination with any other product or service not provided by us; (iv) your use of a prior version of the Products; and (v) your use of any Evaluation Product.</p> <p>b. <b>Indemnification Remedy.</b> If we reasonably believe your use of the Products could result in an indemnification Claim under <u>Section 7.a</u>, then we will have the right, at our option and expense to: (i) replace or modify such Product to make it non-infringing and of substantially equivalent functionality, (ii) procure for you the right to continue using such Product under the terms of the Agreement, or (iii) if we are unable to accomplish either</p> | <p>7. <b>補償</b></p> <p>a. <b>ストラテジーによる補償</b> ストラテジーは、お客様の本契約に基づく製品の使用が第三者の知的財産権を侵害したとして、又はお客様の施設での本サービスの提供過程におけるストラテジー従業員の故意重過失によって死亡、傷害若しくは財産的損害が生じたとして、第三者がクレームを申し立てた場合に限り、当該クレームからお客様（お客様の関連会社、取締役、役員、従業員及びエージェントを含む）をストラテジー負担において防御し、当該クレームに関連してお客様が被った損失からお客様（関連会社、取締役、役員、従業員及びエージェントを含む）を補償し免責する。ただし、係るクレーム又は損失が次の事由に基づく場合、ストラテジーは、お客様に対して、補償の義務を負わない。(i) 本契約又は法令に違反する製品へのアクセス、使用、複製、配布又は改造に基づく場合。(ii) 本契約上認められた、ストラテジーによるお客様又は第三者から提供の素材又はデータ（お客様データを含む）の使用に基づく場合。(iii) ストラテジーの提供していない他の製品の追及を招き、お客様が合理的に判断した場合、ストラテジーはその選択及び費用において、次の措置を講じることができ</p> <p>b. <b>救済措置</b>—お客様による製品の使用が前号規定の場合、(iii) ストラテジーの提供していない他の製品の追及を招き、お客様が合理的に判断した場合、ストラテジーはその選択及び費用において、次の措置を講じることができ</p> |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(i) or (ii) despite using our reasonable efforts after sixty (60) days, then either party may terminate the Agreement, in which case our sole liability, in addition to the indemnification obligations in this section, shall be to refund you any prepaid fees for the terminated Product that was to be provided after the effective date of termination.</p> <p>c. <b>Indemnification by Customer.</b> You will defend us (and our Affiliates, directors, officers, employees and agents) at your expense for Claims, and indemnify and hold us (and our Affiliates, directors, officers, employees and agents) harmless against any Losses incurred by us in connection with such third party Claims, to the extent such third party Claims arise from (i) your use of any Products in violation of the Agreement, (ii) our use of the Customer Data in a manner permitted under the Agreement, and (iii) our following any instructions provided by you in our performance of any Services or creation of any deliverables for you hereunder, if such Claims would not have arisen but for such instructions.</p> <p>d. <b>Indemnification Procedures; Control of Litigation.</b> The indemnifying party's obligations hereunder only arise if the indemnified party: (i) promptly gives written notice of the Claim to the indemnifying party (although a delay of notice will not relieve the indemnifying party of its obligations under this section except to the extent that the indemnifying party is prejudiced by such delay); (ii) gives the indemnifying party sole control of the defense and settlement of such Claim (provided that the indemnifying party may not settle such Claim that imposes liability on, or contains any admission of fault by, the indemnified party, without its consent); and (iii) provides to the indemnifying party, at the indemnifying party's cost, all reasonable information assistance to defend or settle such Claim. This <u>Section 7</u> states the indemnified party's exclusive remedies and the indemnifying party's sole obligations related to the subject matter of these sections.</p> | <p>るものと交換又は改変すること。(ii)本契約の規定に基づき当該製品の使用を継続する権利をお客様に付与すること。(iii)ストラテジーが 60 日を経過しても(i)又は(ii)が実現できなかった場合、当事者は本契約を終了させることができ、この場合のストラテジーの唯一の責任は、本条規定の補償義務の履行</p> <p>c. <b>お客様による補償</b> お客様は、(i)本契約に規定する製品の使用、(ii)本契約上認められたストラテジーによるお客様データの使用、(iii)本契約に従った本サービスの提供又は成果物の作成をストラテジーが行ううえでお客様から行われた指示への遵守（係る指示がなければクレームが提起されなかった場合に限る）に起因して第三者が申し立てたクレームから、ストラテジー（ストラテジーの関連会社、取締役、役員、従業員及びエージェントを含む）をお客様の負担において防御し、当該クレームに関連してストラテジーが被った損失からス</p> <p>d. <b>補償手続・訴訟遂行</b> 本契約に基づき各当事者の補償義務は、補償の対象となる当事者が補償を履行した場合に限り履行される。(i)補償を行う当事者に対しクレームの存在を書面で通知すること（係る通知が遅滞した場合でも、当該遅滞によって補償の対象となる当事者が被る不利益を除いて、補償を行う当事者が免責されるものではない）。(ii)補償を行う当事者に当該クレームに対する防御及び解決の方法を一任すること（ただし、補償を行う当事者は、補償の対象となる当事者の同意なく、当該当事者に対して責任を課し又はその過失を認める内容で当該クレームを解決できない）。(iii)補償を行う当事者の負担で、当該当事者に対し、当該クレームを解決するのに必要な情報を提供すること。本条は、補償の対象となる当事者が得られる排他的な救済措置及びこれに関して</p> |
| <p>8. <b>LIMITATION OF LIABILITY</b></p> <p>a. <b>EXCLUDED CLAIMS.</b> TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES ARISING UNDER THE AGREEMENT, INCLUDING ANY SUCH DAMAGES FOR LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, COVER COSTS, LOST PROFITS, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (I) A PARTY'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR VIOLATION OF APPLICABLE LAW, (II)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>8. <b>責任制限</b></p> <p>a. <b>対象外クレーム</b> 法律上許容される限度において、両当事者は、他方当事者に対して、本契約から生じる一切の間接的、付随的、特別的、懲罰的又は結果的な損失（使用不能、データの紛失又はその不正確性、事業の中断、遅延金、カバーコスト及び逸失利益に係る損失を含み、いずれの場合も当事者が係る損失の発生可能性について知られていたか否かを問わない）について責任を負わない。ただし、以下の事由による場合には本項は適用されない。①当事者の故意重過失、詐欺又は意</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>YOUR PAYMENT OBLIGATIONS HEREUNDER, (III) A PARTY'S OBLIGATIONS UNDER <u>SECTION 7</u> (INDEMNIFICATION), AND (IV) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS (COLLECTIVELY, "<b>EXCLUDED CLAIMS</b>").</p> <p>b. <b>Limitation of Liability.</b> EXCEPT WITH RESPECT TO EXCLUDED CLAIMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE GREATER OF (I) \$300,000 (OR \$1,000 FOR LIABILITY ARISING FROM USE OF EVALUATION PRODUCTS ONLY) OR (II) THE FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE CLAIM ARISING, EXCEPT THAT FOR ANY LIABILITY ARISING FROM THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA DIRECTLY RESULTING FROM OUR FAILURE TO ABIDE BY OUR DATA SECURITY OBLIGATIONS SET FORTH IN THE AGREEMENT OR THE DOCUMENTATION, OUR TOTAL AGGREGATE LIABILITY TO YOU FROM SUCH CLAIMS WILL BE THE GREATER OF (I) \$600,000 OR (II) TWO TIMES (2x) THE FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE CLAIM ARISING.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>産権侵害（以下、これらを総称し「<b>対象外クレーム</b>」という）。</p> <p>b. <b>責任の制限</b> 対象外クレームを除き、また法律上許容される限度において、当事者及びその関連会社が本契約に起因関連して負う賠償総額は、契約責任、不法行為責任その他にかかわらず、(I)30万ドル（評価途上製品の使用に起因する場合には1,000ドル）又は(II)クレーム提起の直近12ヶ月間に本契約に基づき支払われた料金のいずれか高額な方を限度とする。ただし、本契約又は本文書に規定されるデータ保護義務をストラテジーが遵守しなかったことに直接起因するお客様データの不正な流出についてはこの限りではなく、この場合のクレームに対するストラテジーの賠償総額は、(I)60万ドル又は(II)クレーム提起の直近12ヶ月間に本契約に基づき支払われた料金の2倍のいずれか高額な方を限度とする。</p>                                                                                                                                                                             |
| <p>9. <b>GENERAL TERMS</b></p> <p>a. <b>Right to Assign Agreement.</b> The Agreement will bind and inure to the benefit of each party and their permitted successors and assigns. You may not assign the Agreement without our written consent, except that you may, upon prompt written notice to us, assign the Agreement in connection with a merger, reorganization, or sale of your assets or equity, to your successor. If you assign or transfer the Agreement to a competitor of ours, we may terminate the Agreement upon written notice. Any attempt to transfer or assign the Agreement in violation of this Agreement will be null and void.</p> <p>b. <b>Customer's Name &amp; Logo.</b> Each party has the right to issue mutually-agreed upon press releases that includes a quotation from one of the other party's senior executives. You grant us the right to use your name and logo for the sole purpose of identifying you as a customer and for such press releases.</p> <p>c. <b>Contracting Party, Governing Law &amp; Venue.</b> The Strategy contracting party, governing law and exclusive venue applicable to the Agreement and any lawsuit or other dispute arising in connection with the Agreement will be determined by the country listed under the "Ship To" address on an Order Form (the "<b>Territory</b>"), and are as set forth in <u>Exhibit A</u> of the MSA, without regard to conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. Both parties irrevocably consent to the exclusive jurisdiction of and venue in such courts set forth in <u>Exhibit A</u> of the MSA and waive any right to a jury trial in any such proceeding. In any dispute arising under the Agreement, the prevailing party will be entitled to</p> | <p>9. <b>雑則</b></p> <p>a. <b>本契約上の地位の譲渡</b> 本契約は各当事者並びにその後継者及び譲受人に対して効力を有する。お客様は、本契約上の地位をストラテジーの書面での合意なく譲渡できない。ただし、ストラテジーに直ちに書面で通知した場合に限り、合併、組織再編又は自己の事業若しくは財産の譲渡に関連して、自己の承継先にこれを譲渡することができる。お客様が本契約上の地位をストラテジーの競合他社に譲渡した場合、ストラテジーは、書面通知を求め、本契約を終了できる。本契約相違反客の意をもつて、他方当事者の本契約上の地位を移転しようとする争争は引用する内容のプレスリリースを行うことができる。ストラテジーは、お客様の紹介及び係るプレスリリースを目的として、お客様の商号及びロゴを<b>ストラテジー側契約当事者、準拠法及び専属的裁判管轄</b> ストラテジー側の契約当事者、準拠法、本契約及びこれに起因関連する一切の訴訟又は紛争における専属的裁判管轄は、注文書の「納品先」に記載される住所の国（以下、「<b>本領域</b>」という。）及び本契約別紙Aに従って定まり、抵触法のルール及び国際物品売買契約に関する国連条約は適用されない。両当事者は、本契約別紙Aに記載される裁判所を専属的合意管轄とすることにつ</p> |

recover its cost of enforcing its claim, including reasonable attorney fees.

- d. **Territory-Specific Addenda.** Based on the Territory specified in your Order Form, certain territory-specific provisions are set forth in the Territory-Specific Addenda, which supplement and amend this Agreement for your use of Products under such Order Form. If your Affiliate executes its own Order Form under the Agreement, then any claims between the parties to such Order Form in connection therewith will be subject to the Territory-Specific Addenda applicable to the Territory in such Order Form.
- e. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to pay fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, actions of third-parties beyond either party's control, network intrusions or denial of service attacks, systemic electrical, telecommunications, or other computer, Internet, Internet service provider, hosting facility, hardware, software, power systems or utility failures beyond such party's control, earthquake, storms or other elements of nature, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.
- f. **Notice.** Unless our Documentation specifies otherwise for certain notices provided by us, any notice, approval or other communication required or otherwise provided for under the Agreement will be in writing and deemed to have been given when (i) personally delivered; or (ii) sent by electronic mail; or (iii) sent by a commercial overnight courier. You will provide such notices to the applicable address set forth in Exhibit A of the MSA based on your Territory. Such notices to you will be sent to the address listed in the Order Form. Each party may modify its recipient of such notices by providing notice to the other party.
- g. **Reseller Agreements.** If you enter into an order for Products with one of our authorized resellers ("Reseller"), (i) such document will constitute an Order Form under the Agreement and (ii) your payment obligations under such order will be to the Reseller, provided that any transactions between you and the Reseller for non- Products will not be a part of the Agreement. For clarity, your use of our Products will be governed exclusively by the terms of the Agreement, and the Agreement will supersede any additional or conflicting terms in your order with the Reseller. No term in any order entered into via a Reseller will be deemed to modify the Agreement unless pre-authorized in writing by us. Non-payment of fees owed to a Reseller under an order for Products will constitute a material breach of the Agreement.
- h. **Entire Agreement & Order of Precedence.** Notwithstanding anything to the contrary, the Agreement constitutes the entire agreement between

起因関連して生じた一切の紛争において、請求を行った当事者は、他方当事者に対し、当該請求に係る費用（合理的な範囲の弁護士費用を含む）を

- d. **領域向け追加規程** する。お客様の注文書に記載される本領域に応じて領域向け追加規程が適用され、お客様による注文書に基づく製品の使用に適用される本契約の内容は、当該追加規程に従って補完又は修正される。お客様の関連会社が本契約に基づき自社の注文書を発行した場合、注文書に関する当事者間の請求については、当該注文書に記載
- e. **不可抗力** 領域に適用労働者領域向け追加規程の適用は、当事者の支配が及ばない第三者の行為、ネットワークへの侵入若しくはサービス妨害、当事者の支配が及ばないシステム上の電気、通信その他のコンピューター、インターネット、インターネットサービス事業者、ホスティング施設、ハードウェア、ソフトウェア、電力システムその他施設の障害、地震、暴風雨その他の自然現象、禁輸措置、暴動、公衆衛生上の緊急事態（パンデミック及び伝染病を含む）、政府の命令、テロ行為、戦争等、当事者の合理的な支配が及ばない事象によって本契約上の履行遅滞又は不履行が生じた場合
- f. **通知** ストラテジー（金銭支払債務を除く）の本文書にて別途規定され（金銭支払債務を除く）、当事者は、他方当事者に対し、当該履行遅滞又は不履行に際して、かかる連絡は、書面により、(i)名宛人に発送された時点、(ii)電子メールが送信された時点又は(iii)翌日配達便で発送された時点で行われたものとみなされる。お客様は、係る連絡を本契約別紙Aに記載される自己の本領域における宛先に対して行う。お客様に対する通知については、注文書に記載の宛先に対してなされる。お客様は、他方当事者の承諾なく、再販代理店（以下、「本代理店」という。）に対して製品の発注を行った場合、(i)発注の書面は本契約上の注文書とみなされ、(ii)お客様は、本代理店に対して、当該発注に係る支払義務を履行しなければならない。なお、製品以外の商品に関するお客様及び本代理店間の取引は、本契約の適用を受けない。お客様による本契約の使用については本契約が排他的に適用され、お客様と本代理店との間で別途合意した条件がある場合、本契約がこれに優先して適用される。お客様と本代理店との間で別途合意された条件は、ストラテジーが予め書面で承諾しない限り、本契約の内容を修正するもの
- g. **再販代理店** する。お客様は、他方当事者の承諾なく、再販代理店（以下、「本代理店」という。）に対して製品の発注を行った場合、(i)発注の書面は本契約上の注文書とみなされ、(ii)お客様は、本代理店に対して、当該発注に係る支払義務を履行しなければならない。なお、製品以外の商品に関するお客様及び本代理店間の取引は、本契約の適用を受けない。お客様による本契約の使用については本契約が排他的に適用され、お客様と本代理店との間で別途合意した条件がある場合、本契約がこれに優先して適用される。お客様と本代理店との間で別途合意された条件は、ストラテジーが予め書面で承諾しない限り、本契約の内容を修正するもの

the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form (excluding conflicting or additional provisions of a Customer proposal, purchase order or other documents, which shall be null and void) will take precedence over provisions of this MSA and over any other addenda or attachment, but solely with respect to your use of the applicable Products governed by such Order Form. In the event of a conflict between the Service-Specific Addenda and this MSA, the Service-Specific Addenda will control but only with respect to the applicable Services being provided to you that are subject to such Service-Specific Addenda. The Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those contained in the Agreement. In the event of a conflict between the English version of the Agreement and any other version or translation of the Agreement provided herein, the English version shall control. The latest version of the Agreement incorporated into an Order Form shall govern all of your other Order Forms.

- i. **Cumulative Remedies.** Except as otherwise provided in the Agreement, none of the rights, powers or remedies conferred upon any party under the Agreement will be mutually exclusive. Each such right, power or remedy will be cumulative and in addition to every other right, power or remedy available to such party, whether available at law, in equity or otherwise.
- j. **Relationship of the Parties.** The parties are independent contractors. The Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Unless stated in the Agreement, nothing in the Agreement confers or is intended to confer any rights to any person not a party to the Agreement. There are no intended third-party beneficiaries of the Agreement.
- k. **Export Control.** Each party shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations (EAR) and the economic sanctions programs implemented by the Office of Foreign Assets Control (OFAC). You acknowledge that (i) the direct or indirect transfer of a Product contrary to United States law or any other applicable law is prohibited; (ii) you are not a Restricted Party or located in a Restricted Country; (iii) you are not controlled by or acting on behalf of any Restricted Party or anyone headquartered or located in a Restricted Country; and (iv) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to a Restricted Party or Restricted Country. You shall not sell, export, re-export, transfer, divert, or make available any Products to an end user or end use specified in 15 C.F.R. Part 744 of the EAR,

- h. **完全合意・適用順位** 他のいかなる規定にもかかわらず、本契約は本契約の表題に関する当事者間の完全な合意事項を規定したものである。本契約と注文書とで規定に抵触が生じた場合、当該注文書が対象とする製品の使用の限度で、注文書が本契約の規定に優先する（なお、お客様作成の提案書、発注書その他の書面は効力を有しない）。サービス向け追加規程と本契約とが抵触した場合、サービス向け追加規程が対象とする本サービスの提供の限度で、サービス向け追加規程が優先して適用される。本契約は、書面又は口頭を問わず、その主題に関する従前までの全ての合意、提案又は表明に優先し、本契約に含まれないいかなる誓約、救済措置も本契約に別添規定の英語版を除く。本契約の他の権利又は救済措置は、注釈書に非なる本契約の最終版の優先権は、お客様の他の一切の注文書に適用される。各当事者に認められる他の権利又は救済措置に追加して付与される。
- i. **追加救済措置** 本契約に別添規定の英語版を除く。本契約の他の権利又は救済措置は、注釈書に非なる本契約の最終版の優先権は、お客様の他の一切の注文書に適用される。各当事者に認められる他の権利又は救済措置に追加して付与される。
- j. **当事者間の関係** 各当事者は独立の契約当事者である。本契約によっても、当事者間にパートナーシップ、フランチャイズ、ジョイントベンチャー、代理関係、委託関係又は雇用関係が生じるものではない。本契約に別途規定される場合を除いて、本契約は、本契約の当事者でない第三者に何らの権利を付与するものではない。本契約は、利益が授けられる第三者を設定しない。輸出規制、輸出管理規則、輸出及び再輸出に関する法令を遵守する。これには、輸出管理規則（EAR）及び外国資産管理局（OFAC）実施の経済制裁プログラム等の米国企業に適用される法令が含まれる。お客様は次の事項について認識し同意する。(i) 米国の法律その他の適用法に反する製品の直接又は間接での譲渡が禁止されていること。(ii) お客様が制限対象者又は制限対象国に所在していないこと。(iii) お客様が制限対象者又は制限対象国に所在する者によって支配されていないこと、又は制限対象者若しくは制限対象国に所在する者のために行動していないこと、(iv) お客様及びお客様の従業員、代理人又は委託先のいずれも、製品を制限対象者又は制限対象国に譲渡しないこと。お客様は、核兵器、ミサイル、化学兵器及び生物兵器の性能若しくはシステムに関する設計、製造、使用等、輸出管理規則の15 CFR Part 744に規定される最終使用者又は最終使用目的のために、製
- k. **輸出規制** 本契約は、利益が授けられる第三者を設定しない。輸出規制、輸出管理規則、輸出及び再輸出に関する法令を遵守する。これには、輸出管理規則（EAR）及び外国資産管理局（OFAC）実施の経済制裁プログラム等の米国企業に適用される法令が含まれる。お客様は次の事項について認識し同意する。(i) 米国の法律その他の適用法に反する製品の直接又は間接での譲渡が禁止されていること。(ii) お客様が制限対象者又は制限対象国に所在していないこと。(iii) お客様が制限対象者又は制限対象国に所在する者によって支配されていないこと、又は制限対象者若しくは制限対象国に所在する者のために行動していないこと、(iv) お客様及びお客様の従業員、代理人又は委託先のいずれも、製品を制限対象者又は制限対象国に譲渡しないこと。お客様は、核兵器、ミサイル、化学兵器及び生物兵器の性能若しくはシステムに関する設計、製造、使用等、輸出管理規則の15 CFR Part 744に規定される最終使用者又は最終使用目的のために、製
- l. **その他** 本契約及び本契約で普及される書面の諸本を作成することなく、本契約は、利益が授けられる第三者を設定しない。輸出規制、輸出管理規則、輸出及び再輸出に関する法令を遵守する。これには、輸出管理規則（EAR）及び外国資産管理局（OFAC）実施の経済制裁プログラム等の米国企業に適用される法令が含まれる。お客様は次の事項について認識し同意する。(i) 米国の法律その他の適用法に反する製品の直接又は間接での譲渡が禁止されていること。(ii) お客様が制限対象者又は制限対象国に所在していないこと。(iii) お客様が制限対象者又は制限対象国に所在する者によって支配されていないこと、又は制限対象者若しくは制限対象国に所在する者のために行動していないこと、(iv) お客様及びお客様の従業員、代理人又は委託先のいずれも、製品を制限対象者又は制限対象国に譲渡しないこと。お客様は、核兵器、ミサイル、化学兵器及び生物兵器の性能若しくはシステムに関する設計、製造、使用等、輸出管理規則の15 CFR Part 744に規定される最終使用者又は最終使用目的のために、製

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>including but not limited to the design, production, or use of nuclear, missile, or chemical and biological weapons activities or systems.</p> <p>l. <b>Miscellaneous.</b> The parties may execute the Agreement and any documents hereunder in counterparts, each of which will be deemed an original and considered one and the same agreement. The parties will be bound by signatures made by hand or electronic means. Section headings are inserted for convenience only and shall not affect interpretation of the Agreement. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect. A waiver of any right under the Agreement is only effective if it is in writing and only against the party who signed such writing. Any amendment, variation or modification of the Agreement must be in writing and signed by both parties. Unless stated otherwise in this Agreement (including in any Territory-Specific Addenda), all references to “dollars” or “\$” or “US\$” in this Agreement refer to United States dollars.</p> <p>m. <b>Strategy World Event.</b> If you purchase a <b>Strategy World</b> pass via an Order Form, that pass is non-refundable and is only valid for the next <b>Strategy World</b> event occurring following the execution of the Order Form; has no residual value if not redeemed for such next <b>Strategy World</b> event; and may not be used to attend any other <b>Strategy World</b> event.</p> | <p>される。これらは、当事者が手書き又は電子的に署名を行った段階で有効となる。管轄を有する裁判所によって本契約の条項が法令に反すると判断された場合、当該条項は裁判所の判断のとおり修正され、かつ法令上認められる限度で、従来の条項が目的とする事項が最も達成される内容に解釈される。本契約の他の条項は引き続き効力を有する。本契約上の権利の放棄は、書面によってなされた場合に当該書面に署名を行った当事者との関係においてのみ効力を有する。本契約の一切の変更は両当事者の署名した書面によってのみ行うことができる。本契約（領域向け追加規程を含む）に別途規定される場合を除いて、本契約における「<b>ドル</b>」又は「<b>US\$</b>」の記載は、いずれも米ドルを指す。</p> <p>m. <b>ストラテジーワールドイベント。</b> お客様が注文書を通じた「<b>ドル</b>」又は「<b>US\$</b>」の購入した場合は、当該パスは、払い戻しの対象とならず、注文書の発行の直後に行われるストラテジーワールドのイベントにおいてのみ有効であり、当該イベントで引換えられなければ一切の価値を失い、この他のストラテジーワールドのイベントに出席するために使用することはできない。</p>                                                                                                                                                                             |
| <p>10. <b>DEFINITIONS</b> Unless otherwise specified in the rest of the Agreement, the following capitalized terms will have the meanings specified below.</p> <p>a. <b>“Affiliates”</b> shall mean any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the Agreement, where <b>“Control”</b> means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity.</p> <p>b. <b>“Agreement”</b> means this MSA and its exhibits or addenda (including the Territory-Specific Addenda), any applicable Service-Specific Addenda and Product-Specific Addenda, and any Order Forms that reference this MSA.</p> <p>c. <b>“Claims”</b> means claims, demands, suits, or proceedings made or brought against you by a third party.</p> <p>d. <b>“Cloud Service”</b> means one of our offerings that we manage on your behalf in a cloud environment, as more specifically described in the applicable Cloud Service Guide.</p> <p>e. <b>“Cloud Service Guide”</b> means the Service Guide for the applicable Cloud Service made available at strategysoftware.com, as modified from time to time by us.</p> <p>f. <b>“Confidential Information”</b> means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the</p>                                                                                                                                                                                                                                                                                                               | <p>10. <b>定義</b> 本契約において別途規定されない限り、以下の用語は次のとおりの意味を有する。</p> <p>a. <b>「関連会社」</b>とは、本契約の当事者を直接若しくは間接に支配し、又はこれによって支配され、又はこれと同一の支配下にある事業体を意味する。ここでの<b>「支配」</b>とは、会社、パートナーシップその他の法的事業体の経営管理に係る指示を行う「<b>本契約</b>」とは、この契約書並びに別紙、追加規程（領域向け追加規程を含む）、サービス向け追加規程、製品向け追加規程及びこの契約書を言及する<b>「注文書」</b>を意味する。</p> <p>b. <b>「本契約」</b>とは、この契約書並びに別紙、追加規程（領域向け追加規程を含む）、サービス向け追加規程、製品向け追加規程及びこの契約書を言及する<b>「注文書」</b>を意味する。</p> <p>c. <b>「請求」</b>とは、第三者からお客様に対する請求、要求、訴訟提起又は裁判手続を意味する。</p> <p>d. <b>「クラウドサービス」</b>とは、クラウド環境でお客様に代わって当社が管理するオフリングの一つを意味し、適用されるクラウドサービスガイドに具</p> <p>e. <b>「体的に記載されているガイド」</b>とは、strategysoftware.com で提供されている、適用されるクラウドサービスに関するサービスガイドを意味し、当社により随時変更されることがあります。</p> <p>f. <b>「秘密情報」</b>とは、開示当事者による開示の際に機密である旨指定される又は受領当事者において</p> |

Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Data will be deemed your Confidential Information without any marking or further designation. All Software, Services, the terms and conditions of the Agreement will be deemed our Confidential Information without any marking or further designation. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party.

- g. **“Consulting Services”** means the consulting services provided by us according to our then-current Service-Specific Addenda when such services are purchased.
- h. **“CPU”** means a physical core (in a physical computing environment) or a virtual core (in a virtual computing environment) to which an instance of the Software is assigned, as identified by the operating system in which the Software is installed.
- i. **“Customer Data”** means software (including machine images), data, text, audio, video, images, or other content of yours or a third-party that you or your representatives utilize with the Software or upload or transfer to the Cloud Service.
- j. **“Documentation”** means the technical documentation or user manuals normally distributed or made available by us in connection with a Product, including any applicable Cloud Service Guide.
- k. **“Education Services”** means the education and training services provided by us according to our then-current Service-Specific Addenda when such services are purchased.
- l. **“Losses”** means any loss, damage or costs finally awarded or entered into in an approved settlement hereunder (including, without limitation, reasonable attorneys' fees).
- m. **“Malicious Code”** means any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.
- n. **“Named User”** means (i) a single identifiable individual with unique login credentials enabling use of or access to Products; (ii) individuals, collectively deemed one Named User, non-concurrently using a generic login credential enabling use of or access to Products; or (iii) a single individual without login credentials who receives Reports directly from the Products.
- o. **“Order Form”** means an order form entered into between you and Strategy entity for the use of any Products.
- p. **“Order Term”** means the term of the license or service set forth in an Order Form for the provision or use of the

合理的に機密であると判断される一切の情報を意味する。一切のお客様データは、特に機密である旨明示がなくとも秘密情報とみなされる。製品、本サービス及び本契約の内容は特に機密である旨明示がなくとも秘密情報とみなされる。ただし、開示当事者において次のいずれかに該当することを証明した情報については、秘密情報に該当しない。(i)秘密情報の開示以前に適法に所持していた情報。(ii)開示当事者の過失によることなく一般に知られるに至った情報。(iii)一切の秘密保持義務に抵触

- g. **「お客様データ」**とは、お客様又はお客様代表者がソフトウェアにおいて使用する又はクラウドサービスにアップロード若しくは移転されるお客様又は第三者のソフトウェア（マシンイメージを含む）、データ、テキスト、ビデオ、画像その他のコンテンツを意味する。
- h. **「CPU」**とは、ソフトウェアが割り当てられ、ソフトウェアがインストールされるオペレーティングシステムによって特定される物理的な又はネットワーク上のコンピュータシステムにおける処理装置
- i. **「教育サービス」**とは、サービス購入時に適用されるサービス向け追加規程に基づきストラテジーが提供する教育又はトレーニングのサービスを意味する。
- j. **「本文書」**とは、クラウドサービスガイドを含む、製品に関連してストラテジーが公開する技術的な文書又はユーザ向けマニュアルを意味する。
- k. **「教育サービス」**とは、サービス購入時に適用されるサービス向け追加規程に基づきストラテジーが提供する教育又はトレーニングのサービスを意味する。
- l. **「損失」**とは本契約に従い実際に生じた一切の損失、損害又は費用を意味する。
- m. **「マリシャスコード」**とは、ウイルス、トロイの木馬、ワーム、キャンセルボット、有害ファイルその他これらに類似するソフトウェア又はプログラム
- n. **「指定ユーザー」**とは、(i) 製品の使用またはアクセスを可能にする固有のログイン資格情報を有する単一の識別可能な個人、(ii) 一般的なログイン資格情報を使用して製品の使用またはアクセスを非同時に行う集団として見なされる個人、または (iii) 製品から直接レポートを受け取るログイン資格情報を持たない単一の個人を意味する。
- o. **「注文書」**とは、製品の使用にあたりお客様及びストラテジー間で交付される注文書を意味する。
- p. **「注文有効期間」**とは、対象の製品の提供又は使用にあたり交付される注文書に規定されるライセンス又はサービスの有効期間（本契約に従った更新期間を含む）を意味する。

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>relevant Products, including all renewals in accordance with the Agreement.</p> <p>q. <b>“Products”</b> means the Software and any other Services. A list of Products is set forth at <a href="https://strategysoftware.com/company/product-listing">strategysoftware.com/company/product-listing</a></p> <p>r. <b>“Product-Specific Addenda”</b> means the Product-Specific Addenda made available at <a href="https://strategysoftware.com">strategysoftware.com</a>.</p> <p>s. <b>“Protected Data”</b> means any data or information that is considered “Personal Data,” “Protected Health Information,” “Personally Identifiable Information” or similar terms under applicable law.</p> <p>t. <b>“Reports”</b> means reports, analyses, dashboards, dossiers and other similar output generated by your use of Products.</p> <p>u. <b>“Restricted Country”</b> means any country or territory that is or becomes subject to comprehensive OFAC sanctions by the United States or another applicable country or prohibited from receiving Products under applicable export controls (including, but not limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Luhansk People’s Republic (“LNR”), and Donetsk People’s Republic (“DNR”) regions of Ukraine).</p> <p>v. <b>“Restricted Party”</b> means any person or entity that is (i) listed on any of the lists of persons or entities maintained by the United States government or any other applicable government that prohibit such persons or entities from receiving exports or services; (ii) owned 50% or more by one or more parties on an OFAC list; or (iii) a national or resident of, or an entity or governmental authority in a Restricted Country.</p> <p>w. <b>“Services”</b> means the Cloud Services (including cloud-hosted version of the Software deployed thereunder), Technical Support Services, Education Services, Consulting Services and any other services identified in an Order Form.</p> <p>x. <b>“Service-Specific Addenda”</b> means the Service-Specific Addenda made available at <a href="https://strategysoftware.com">strategysoftware.com</a>, as modified from time to time by us.</p> <p>y. <b>“Software”</b> means a generally available software product identified on an Order Form that is licensed or made available to you pursuant to the terms of the Agreement.</p> <p>z. <b>“Taxes”</b> means taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or our employees.</p> <p>aa. <b>“Technical Support Services”</b> means the technical support and maintenance services provided by us when such services are purchased according to our then-current Technical Support Services Policy &amp; Procedures made available at <a href="https://strategysoftware.com">strategysoftware.com</a>, as modified from time to time by us.</p> <p>bb. <b>“Territory-Specific Addenda”</b> means the Territory-Specific Addenda made available at <a href="https://strategysoftware.com">strategysoftware.com</a>, as modified from time to time by us.</p> | <p>q. 「製品」とは、ソフトウェアおよびその他のサービスを意味します。製品の一覧は、<a href="https://strategysoftware.com/company/product-listing">strategysoftware.com/company/product-listing</a>に記載されています。</p> <p>r. 「製品向け追加規程」とは、<a href="https://strategysoftware.com">strategysoftware.com</a>において公開されている製品向け追加規程を意味する。</p> <p>s. 「保護対象データ」とは、適用法令において個人データ、健康情報、個人情報又はこれらに類似した情報に該当するとされる一切のデータ又は情報を意味する。</p> <p>t. 「レポート」とは、お客様の製品の使用によって生成されるレポート、分析、ダッシュボード、ドキュメントおよびその他の類似の出力を意味する。</p> <p>u. 「制限対象国」とは、米国その他の国において包括的な制裁対象国に該当する、又は輸出規制により製品の譲渡が制限される一切の国又は地域（ベラルーシ、キューバ、イラン、北朝鮮、ロシア、シリア、クリミア州及びルハーンシク州を含む）。</p> <p>v. 「制限対象者」とは、(i) 米国政府その他の国の政府が当該個人若しくは法人に対する輸出又はサービス提供を制限する個人又は法人、(ii) 制裁対象国・地域により過半数が所有される法人、又は(iii) 制限対象国の国民、居住者、法人若しくは政府当局を意味する。</p> <p>w. 「本サービス」とは、ソフトウェアのクラウド版、クラウドサービス、技術サポートサービス、教育サービス、コンサルティングサービスその他のサービス。</p> <p>x. 「サービス向け追加規程」とは、<a href="https://strategysoftware.com">strategysoftware.com</a>において公開されストラテジーが適宜変更するサービス向け追加規程を意味する。</p> <p>y. 「ソフトウェア」とは、注文書に記載されている一般提供されているソフトウェア製品であり、本契約の条件に従ってライセンスされるか利用可能となる。</p> <p>z. 「税金」とは、税金、賦課金、関税その他類似の政府当局による徴収を意味する。これには、売上税、使用税、GST 税、付加価値税、源泉徴収税等、国内外を問わないあらゆる地域で徴収される税が含まれる。ただし、ストラテジーの純利益、</p> <p>aa. 「技術サポートサービス」とは、財産又は従業員に基づく税金はこの限りでない。<a href="https://strategysoftware.com">strategysoftware.com</a>において公開されストラテジーが適宜変更する技術サポートサービスの購入時の版に従い購入される、ストラテジー提供の技術サポートサービス。</p> <p>bb. 「領域向け追加規程」とは、<a href="https://strategysoftware.com">strategysoftware.com</a>において公開されストラテジーが適宜変更する領域向け追加規程を意味する。</p> <p>cc. 「アップデート」とは、お客様が製品へのアクセスを開始して以降に利用可能となる製品の事後的な更新を意味する。</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



|                                                                                                                            |  |
|----------------------------------------------------------------------------------------------------------------------------|--|
| cc. <b><u>Update</u></b> means a later commercial release of a Product made available after you access or use the Product. |  |
|----------------------------------------------------------------------------------------------------------------------------|--|

Exhibit A

別紙 A

Contracting Entity, Governing Law, Venue, Notices  
ストラテジー契約当事者、準拠法、専属の裁判管轄、通知

| Customer Location<br>お客様所在地                                          | Contracting Entity<br>契約当事者                                                                                                                                                         | Governing Law<br>準拠法 | Venue (courts with exclusive jurisdiction)<br>専属の裁判管轄    | Notices<br>通知宛先                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| United States & Canada                                               | <b>MicroStrategy Services Corporation</b> , a Delaware corporation with offices at 1850 Towers Crescent Plaza, Tysons Corner, Virginia, United States 22182                         | Virginia             | Fairfax County, Virginia (state and U.S. federal courts) | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                      |
| Argentina                                                            | <b>MicroStrategy Brasil Ltda. Sucursal Argentina</b> , with offices at Avenida del Libertador 8620 - Piso 15, Ciudad Autónoma de Buenos Aires (C1429BNS), Argentina                 | Argentina            | Buenos Aires                                             | MicroStrategy Brasil Ltda. Sucursal Argentina, Attention: Legal Representative, Avenida Olazabal 1515, piso 3, Oficina C “304”, Ciudad Autónoma de Buenos Aires, (C1428DGG), Argentina; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a> |
| Australia & New Zealand                                              | <b>MicroStrategy Pty. Ltd.</b> , ABN 59 094 495 020, with offices at Level 4, 68 York Street, Sydney, NSW 2000 Australia                                                            | New South Wales      | New South Wales                                          | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                      |
| Austria                                                              | <b>MicroStrategy Austria GmbH</b> , with offices at Regus Business Center Twin Tower, Wienerbergstrasse 11, 1100 Wien                                                               | Austria              | Vienna                                                   | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                      |
| Belgium & Luxembourg                                                 | <b>MicroStrategy Belgium BV</b> , with offices at Avenue du Port 86C / 204, 1000 Bruxelles, Belgium                                                                                 | Belgium              | Brussels                                                 | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                      |
| Brazil                                                               | <b>MicroStrategy Brasil Ltda.</b> , with offices at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil                                | Brazil               | Central Court of the City of São Paulo                   | 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: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                       |
| China, India, Pakistan, Singapore, Taiwan or any other ASEAN country | <b>MicroStrategy Singapore Pte. Ltd.</b> , with offices at 72 Anson Road, #13-01, Singapore 079911                                                                                  | Singapore            | Singapore                                                | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                      |
| Denmark                                                              | <b>MicroStrategy Denmark ApS</b> , with registered offices at 2 Axelstorv, c/o Gorrisen Federspiel, 1609 København V, Denmark                                                       | Denmark              | Maritime and Commercial Court of Copenhagen              | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                      |
| France                                                               | <b>MicroStrategy France SARL</b> , with offices at 88 Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France                                                                     | France               | Courts of the Paris Court of Appeal                      | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                      |
| Germany                                                              | <b>MicroStrategy Deutschland GmbH</b> , with offices at Gustav-Heinemann-Ufer 56, 50968 Cologne, Germany                                                                            | Germany              | Cologne                                                  | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                      |
| Israel                                                               | <b>MicroStrategy Israel Ltd</b> , registered in Israel, with company number 515761740, with registered offices at 58 Harakevet St., Tel Aviv 6777016 Attn: Barnea & Co. Law Offices | England and Wales    | England and Wales                                        | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                      |

|                                                                                                                    |                                                                                                                                                                                                                 |                 |                                            |                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Italy</b>                                                                                                       | <b>MicroStrategy Italy S.r.l.</b> , with offices at Corso Europa 15,, 20122, Milan, Italy                                                                                                                       | Italy           | Milan                                      | MicroStrategy Italy, S.r.l. Attention: Legal Representative, at Corso Europa 15, Corso Italia 13,, 20122, Milan, Italy; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                                                                                                                                                              |
| <b>Japan<br/>日本</b>                                                                                                | <b>MicroStrategy Japan Inc.</b> , with offices at Metrocity Hanzomon Bldg, 2nd Floor, 13-1 Ichiban-cho, Chiyoda-ku, Tokyo 102-0082, Japan<br>(マイクロストラテジー・ジャパン株式会社<br>郵便番号 102-0082 東京都千代田区一番町 13-1 メトロシティ半蔵門 2) | Japan<br>日本     | Tokyo District Court<br>東京地方裁判所            | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a><br>マイクロストラテジー・インコーポレイテッド<br>アメリカ合衆国、バージニア州 22182、<br>タイソーンズ・コーナー、<br>タワーズ・クレセント・プラザ 1850<br>ジェネラル・カウンセル宛 ( <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a> ) |
| <b>Korea</b>                                                                                                       | <b>MicroStrategy Korea Co., Ltd</b> , with offices at 10th floor, Mirae Asset Tower, 620 Teheran-ro, Gangnam-gu, Seoul 06174, South Korea                                                                       | Korea           | Seoul Central District Court in Korea      | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                                                                                                                                                   |
| <b>Mexico, Colombia, Uruguay, Bolivia, Paraguay, Peru, Ecuador or any other country located in Central America</b> | <b>MicroStrategy Mexico S. de R.L. de C.V.</b> , with offices at Javier Barros Sierra #495, Piso 2 Oficina 154 Col. Desarrollo Santa Fe Álvaro Obregón Ciudad de Mexico, CP 01376, Mexico                       | Mexico          | City of Mexico D.F.                        | 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: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                                                                              |
| <b>The Netherlands</b>                                                                                             | <b>MicroStrategy Benelux BV</b> , with offices at FRAME OFFICES Keizersgracht 572, 1017 EM, Amsterdam Netherlands                                                                                               | The Netherlands | Amsterdam                                  | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                                                                                                                                                   |
| <b>Poland</b>                                                                                                      | <b>MicroStrategy Poland sp. z o.o.</b> , with offices at Prosta 67, 00-838 Warsaw, Poland                                                                                                                       | Poland          | Warsaw                                     | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                                                                                                                                                   |
| <b>Portugal</b>                                                                                                    | <b>MicroStrategy Portugal, Sociedade Unipessoal, Lda</b> , 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  | Portugal        | Lisbon                                     | MicroStrategy Portugal, Sociedade Unipessoal LDA, Attention: Legal Representative, at Regus Lisboa, Avenida da República, 50 1050-196 Lisboa, Portugal; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                                                                                                                              |
| <b>South Africa</b>                                                                                                | <b>MicroStrategy South Africa (Proprietary) Limited</b> , with registered offices at Twickenham Building, The Campus Cnr Sloane And Main Street, Bryanston 2191, Johannesburg, South Africa                     | South Africa    | High Court of South Africa                 | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                                                                                                                                                   |
| <b>Spain</b>                                                                                                       | <b>MicroStrategy Iberica, S.L.U.</b> , with offices at Plaza Pablo Ruiz Picasso 1, Torre Picasso, Planta 15, 28020 Madrid, Spain                                                                                | Spain           | Madrid                                     | MicroStrategy Iberica, S.L.U. Attention: Legal Department, at Plaza Pablo Ruiz Picasso, Torre Picasso Planta 15, 28020 Madrid, Spain; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                                                                                                                                                |
| <b>Sweden</b>                                                                                                      | <b>MicroStrategy Sweden AB</b> , with offices at Mäster Samuelsgatan 60, 111 21 Stockholm, Sweden                                                                                                               | Sweden          | Maritime and Commercial Court of Stockholm | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                                                                                                                                                   |
| <b>Switzerland (DACH)</b>                                                                                          | <b>MicroStrategy Switzerland GmbH</b> , with offices at c/o Rödl & Partner AG, Flurstraße 55, 8048 Zürich                                                                                                       | Switzerland     | Zurich                                     | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a>                                                                                                                                                                                   |

|                                                                                                                                                                                                        |                                                                                                                                                                                                                                                               |                   |                   |                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| United Arab Emirates, Kuwait, Bahrain, Oman, Saudi Arabia, Lebanon, Egypt, Qatar and Jordan                                                                                                            | <b>MicroStrategy Middle East FZ-LLC</b> , a Free Zone Limited Liability Company, registered in the Emirate of Dubai, with company number 21051, with registered offices at Dubai Internet City, Building 20, Floor 1, Office 106, Dubai, United Arab Emirates | England and Wales | England and Wales | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a> |
| 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 <u>Exhibit A</u> | <b>MicroStrategy Limited</b> , 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                                                              | England and Wales | England and Wales | MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:cwrequests@strategy.com">cwrequests@strategy.com</a> |