

Service-Specific Addenda 特定服务附录

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

本特定服务附录（“特定服务附录”）仅适用于技术支持服务、教育服务和咨询服务（统称为“附加服务”）的提供。如果特定服务附录和您（或您的相应关联方）与我们签订的适用于附加服务的主服务协议（“MSA”）存在冲突，则仅就向您提供的相应附加服务而言，将以本特定服务附录为准。本附录使用但未另行定义的粗体术语应具有MSA 规定的含义。

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<p>1. <b>Technical Support Services.</b> Subject to the terms of the Agreement, we will perform the applicable Technical Support Services for the level of Technical Support Services set forth on an Order Form on an Annual Subscription basis. We warrant that we will not materially decrease the level of Technical Support Services provided during an active subscription to such Technical Support Services.</p> <p>a. <b>Technical Support Fees and Terms.</b> Each Order Form for perpetual Product licenses will separately state the fee for Standard Support, which fee will be priced as a percentage of the license fee. Such Standard Support will be provided for a period of twelve (12) months commencing on the date of delivery of such Product. Standard Support for term licenses is included during the term of such license as part of the term license fee.</p> <p>b. <b>Cloud Elite Support.</b> If you are a Cloud Service customer and you purchase a subscription to Cloud Elite Support (as described in the applicable Cloud Service Guide, such Cloud Elite Support subscription begins on the effective date of the Order Form and ends upon expiration of your then-current related Order Term.</p>	<p>1. <b>技术支持服务。</b>根据本协议的条款，我们将按照订购单中以按年订购方式列出的技术支持服务级别提供相应的技术支持服务。我们保证，我们不会大幅降低在技术支持服务的有效订阅期内提供的技术支持服务的水准。</p> <p>a. <b>技术支持费用和条款。</b>产品永久许可的每张订购单将单独规定标准支持的费用，该笔费用将按许可费的百分比定价。我们将在交付上述产品之日起十二（12）个月内提供标准支持。在固定期限许可的期限内，该许可的标准支持费用已包含在该许可的费用中。</p> <p>b. <b>云精英支持。</b>如果您是云服务的客户且购买了云精英支持订阅（如云服务指南所述），该项云精英支持订阅的期限为订购单生效日起至您届时有效的相关订购单期满之日。</p>
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<p>2. <b>Education Services.</b> Subject to the terms of the Agreement, we will perform the applicable Education Services as set forth on an Order Form or an online purchase. We offer four (4) types of Education Services – “Education Passes,” “Trial Architect Education Passes,” “Hourly Education Services” and “Custom Education Portal”.</p> <p>a. <b>Education Passes.</b> Education Passes are available on an Annual Subscription basis. Each Education Pass provides a single individual (“<b>Education Pass User</b>”) global access to instructor-led public training classes (virtual or in-person) and self-paced training courses, and includes all applicable certification exam fees. There are two types of Education Passes: (i) an “Architect Education Pass,” that provides the Education Pass User with unlimited access to all live or on-demand courses and annual certifications specific to “Architects” and the establishment of an intelligence center, and access to our “Expert.Now” offering, as further described below; and (ii) an “Analyst Education Pass,” that provides the Education Pass User with access to all live or on-demand courses and annual certifications specific to “Analysts.”</p> <p>b. <b>Education Pass Terms.</b></p> <p>i. <b>Reassignment.</b> No more than once during an Education Pass subscription term, you may reassign an Education Pass subscription to a new Education Pass User for the remainder of such subscription term if the current Education Pass User has not used the Education Pass to attend any public instructor-led courses or access any self-paced training courses or if the current Education Pass User has terminated employment with you.</p> <p>ii. <b>Expert.Now.</b> Each Education Pass User who holds an Architect Education Pass (“<b>Architect Pass User</b>”) will receive access to “Expert.Now,” which is an Education Service that enables such user to request access to and join video chat rooms with Strategy analysts and architects (“<b>Experts</b>”) during normal business hours to request tailored guidance and instruction on the features and functionality of Products. We will provide access to Expert.Now through the Strategy Community website and any other interface that we make available to you. The Expert.Now offering is subject to the availability of an Expert with expertise in the subject area for which guidance is requested. If an Expert is not available immediately upon request, the Architect Pass User may schedule a video chat session with an Expert during the next window of availability.</p> <p>c. <b>Trial Architect Education Passes.</b> Each of your employees with a corporate email address may</p>	<p>2. <b>教育服务。</b>受制于本协议条款，我们将提供订购单或在线购买列出的适用教育服务。我们提供四（4）种教育服务，即“教育通行证”、“试用架构师教育通行证”、“计时教育服务”和“定制教育门户网站”。</p> <p>a. <b>教育通行证。</b>教育通行证可以按年订购方式获取。每张教育通行证仅供一人（“教育通行证用户”）在全球范围内参加导师引导型（虚拟或现场）公共培训课程和自定进度型培训课程，所有相关认证考试费用均包括在教育通行证内。教育通行证有两种：（i）“架构师教育通行证”，向教育通行证用户提供专门针对“架构师”和智能中心设立的年度认证的所有直播或点播课程的不受限制的访问权，以及我们“Expert.Now”服务（如下文所详述）的访问权；和（ii）“分析师教育通行证”，向教育通行证用户提供专门针对“分析师”的所有直播或点播课程及年度认证的访问权。</p> <p>b. <b>教育通行证条款。</b></p> <p>i. <b>重新分配。</b>如果当前教育通行证用户未使用教育通行证参加导师引导型公共课程或访问任何自定进度型培训课程，或者已终止与您的劳动关系，则在该教育通行证的剩余订阅期限内，您享有一次机会将教育通行证订阅重新分配给新的教育通行证用户。</p> <p>ii. <b>Expert.Now。</b>持有架构师教育通行证的每个教育通行证用户（“架构师通行证用户”）将获得“Expert.Now”的访问权限。该项教育服务使用户能够在正常工作时间内请求访问并加入 Strategy 分析师和架构师（“专家”）的视频聊天室，以请求有关产品的特色和功能的定制指导和说明。我们将通过 Strategy 社区网站和提供给您的任何其他接口提供“Expert.Now”的访问权限。“Expert.Now”服务受限于在所请求的主题领域具有专业知识的专家的可用人数。如果在您请求时无专家可用，架构师</p>
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register for and receive an Architect Education Pass for a trial period of thirty (30) days, commencing on the date of registration (“**Trial Period**”). During the Trial Period, such individual will have access to all of the benefits of an Architect Education Pass (including access to Expert.Now), except that, during the Trial Period, such individual will not be able to obtain any certification for Architects and will not have access to certification exams. Following the expiration of the Trial Period, such individual’s rights to access the benefits of such Architect Education Pass will terminate, and may only be extended if you purchase an Architect Education Pass.

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

通行证用户可以预定在下一个可用时间窗口与专家进行视频聊天会话。

- c. **试用架构师教育通行证。**具有公司电子邮件地址的您的员工均可注册并获得架构师教育通行证，试用期为自注册之日起三十（30）天（“试用期”）。在试用期内，该个人将有权获得架构师教育通行证的所有权益（包括“Expert.Now”的访问权限），但在试用期内，该个人无法获得任何架构师认证，也无权参加认证考试。该个人获得架构师教育通行证权益的访问权将在试用期结束时终止，并仅在您购买架构师教育通行证的情况下方可延期。
- d. **定制教育门户网站。**定制教育门户网站可以按年订购方式获取。在您购买定制教育门户网站后，我们将建立并维护一个门户网站。该门户网站将包括关于 Strategy 应用程序的定制课件和教育视频，并将 (i) 仅可由拥有注册到您网络域名的公司电子邮件地址的您的员工访问，(ii) 根据您的不时书面向我们提供的合理商标指南使用您的名称和标识塑造品牌，和 (iii) 由我们自主决定根据我们的公司标准进行设计。我们还将协助您调整定制课件。我们将通过门户网站为您提供我们“业务用户”系列和“部门分析师”系列（如教育课程目录所述）公开教育课程的访问权限，其中包括导师引导型直播或点播公共培训课程、自定进度型培训课程和年度认证（视情况而定），但前提是仅您的员工有权访问前述课程。
- e. **教育通行证和定制教育门户网站服务的期限。**除订购单另有规定外，每张教育通行证订阅和定制教育门户网站订阅（视情况而定）将在订购单生效日起十二（12）个月内有效。
- f. **计时教育服务。**计时教育服务可以按小时收费或按小时预付方式获取。在计时教育服务项目下，我们将协助您定制并根据您的应用程序标准、数据集、定制要求和用例调整我们课件和培训课程。您将为我们报销我们在交付计时教育服务时产生的所有合理费用。我们在订购期内向您授予不可再许可、不可转让、非排他性的有限的个人许可，仅供您将我们在计时教育服务项目中交付的工作成果用于您的内部业务目的。

<p>to travel to deliver the class, you will reimburse us for the instructor’s reasonable travel expenses and (ii) if we are required to rent a facility to deliver the class, you will reimburse us for all reasonable facility rental fees we incur.</p> <p>h. <b>Additional Education Service Terms.</b></p> <p>i. <b>Course Materials.</b> All Education Service course materials (the “<b>Courseware</b>”) are copyrighted by us and are our Confidential Information. You may only reproduce and distribute one copy of the Courseware to your employees (or other individuals designated by you) who purchase such Education Services or, in the case of instructor-led classes, who attend the class. Your use of the Courseware is limited to use only by those individuals who purchase such Education Services or, in the case of instructor-led classes, who attend the class, in each case, solely for their own training purposes.</p> <p>ii. <b>Subcontractors.</b> Notwithstanding anything to the contrary in the Agreement, you consent to our use of subcontractors to provide Education Services.</p> <p>iii. <b>Online Purchases.</b> With respect to Education Services purchased online, references to an Order Form will be deemed to refer to such online purchase, and references to the “effective date of an Order Form” will be deemed to mean the date of such online purchase. Further, and notwithstanding anything to the contrary in the Agreement, if you purchase certain Education Services online via a credit card and choose a monthly billing option, we will charge the credit card provided to us on a monthly basis during the term of your subscription for such Education Service.</p>	<p>g. <b>导师引导型私人课程。</b>对于在 Strategy 以外地点提供的每场导师引导型现场私人培训课程，</p> <p>(i) 如果要求导师出差授课，您将为我们报销导师的合理差旅费，及 (ii) 如果我们需要租赁场地授课，您将为我们报销我们产生的所有合理的场地租赁费用。</p> <p>h. <b>附加教育服务条款。</b></p> <p>i. <b>课程材料。</b>所有教育服务课程材料（“课件”）均由我们拥有版权，并属于我们的机密信息。您仅能复制并向购买教育服务或（对于导师引导型课程而言）参加课程的您的员工（或您指定的其他个人）分发一份课件。课件仅可由购买教育服务或（对于导师引导型课程而言）参加课程的个人仅用于自身培训。</p> <p>ii. <b>分包商。</b>不论本协议是否有任何相反规定，您同意我们使用分包商提供教育服务。</p> <p>iii. <b>在线购买。</b>就在线购买的教育服务而言，所称订购单将被视为在线购买，所称“订购单生效日”将被视为在线购买的日期。此外，不论本协议是否有任何相反规定，如果您通过信用卡在线购买某些教育服务并选择按月付费选项，我们将在您订阅教育服务的期限内按月从您提供的信用卡中扣费。</p>
<p>3. <b>Consulting Services.</b> We offer Consulting Services at four (4) consultant resource levels – “Consultant,” “Senior Consultant,” “Principal Consultant” and “Fellow.” We will perform the applicable Consulting Services tasks set forth on an Order Form at your request on an Hourly or Prepaid Hourly basis at the hourly rates applicable to each such resource level. You will reimburse us for all reasonable expenses we incur when delivering such Consulting Services. We grant you a limited, personal, non-sublicensable (except as permitted in this section), non-transferable, non-exclusive license during the Order Term to use the work product we deliver as part of a Consulting Services engagement solely for your internal business purposes and, only if you are a Strategy partner to whom we are providing Consulting Services on behalf of an end customer, the right to sublicense such work product to such end customer solely to support such end customer’s use of our Products.</p>	<p>3. <b>咨询服务。</b>我们基于四（4）级顾问资源提供咨询服务，即“顾问”、“高级顾问”、“首席顾问”和“研究顾问”。我们将根据您的要求，以适用于相应资源级别的小时费率，以按小时收费或按小时预付方式提供订购单列出的相应咨询服务任务。您将为我们报销我们在提供咨询服务时产生的所有合理费用。我们在订购期内向您授予不可再许可（本条许可的除外）、不可转让、非排他性的有限的个人许可，仅供您将我们在咨询服务中交付的工作成果用于您的内部业务目的，并向您授予（前提是您系代表最终客户接受我们咨询服务的 Strategy 合作伙伴）仅为支持该最终客户使用产品而向该最终客户再许可前述工作成果的权利。</p>

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<p>4. <b>General.</b></p> <p>a. <b>Hourly.</b> Additional Services purchased on an Hourly basis will be provided at your request for up to twelve (12) months beginning on the effective date of the Order Form. The number of hours of such Additional Services provided may differ from such estimate; provided that, we will not exceed such hour estimate without your prior written approval, including via email. We do not guarantee completion of deliverables within any specific number of hours.</p> <p>b. <b>Prepaid Hourly.</b> Additional Services purchased on a Prepaid Hourly basis will be provided at your request up to such stated number of hours for up to twelve (12) months beginning on the effective date of the Order Form. Any hours not requested during such twelve (12) month period will expire. We will invoice you for Additional Services delivered in excess of such stated number of hours at the Prepaid Hourly rates listed on the Order Form. We do not guarantee completion of deliverables within any specific number of hours.</p>	<p>4. <b>一般规定。</b></p> <p>a. <b>按小时收费。</b>以按小时收费方式购买的附加服务将在订购单生效日起最多十二（12）个月内根据您的要求提供。提供附加服务的小时数可能与预估小时数不同，但未经您事先书面（包括通过电子邮件）批准，我们不会超过预估小时数。我们不保证在任何特定小时数内完成交付成果。</p> <p>b. <b>按小时预付。</b>以按小时预付方式购买的附加服务将在订购单生效日起最多十二（12）个月内根据您的要求提供，直至达到所规定的小时数。未在该十二（12）个月期间提出要求的小时数将会失效。我们将以订购单列出的按小时预付费率向您收取超过该等规定小时数交付的附加服务的费用。我们不保证在任何特定小时数内完成交付成果。</p>
<p>5. <b>Definitions.</b></p> <p>a. <b>“Annual Subscription”</b> means an annual subscription pricing model as designated by an “Annual” interval on an Order Form, which is invoiced at a fixed annual fee and payable by you in advance following the execution of an Order Form.</p> <p>b. <b>“Customized Courseware”</b> means our courseware and training classes adapted to your applicable standards, data sets, customizations and use cases for inclusion in the Portal.</p> <p>c. <b>“Hourly”</b> means an hourly pricing model as designated by a “Project” interval on an Order Form, which is invoiced at an hourly rate on a time and materials basis for an estimated number of hours and for all reasonable expenses we incur as provided herein.</p> <p>d. <b>“Portal”</b> means an education portal on thestrategysoftware.com web domain customized with content for your business.</p> <p>e. <b>“Prepaid Hourly”</b> means a prepaid hourly pricing model as designated by an “Annual” interval on an Order Form, which is invoiced, and payable by you in advance following the execution of an Order Form, for the total number of stated hours at an hourly rate on a time and materials basis for such number of</p>	<p>5. <b>定义</b></p> <p>a. <b>按年订购。</b>按照“按年订购”价格模式出售的服务，将在订单上指出其“年度”时间间隔和固定年费。您需在订单签订后提前支付按年订购服务。</p> <p>b. <b>定制课件。</b>指我们的课件和培训课程适合您的适用标准、数据集、定制和用例，以包含在定制教育门户网站中。</p> <p>c. <b>按小时收费。</b>根据“按小时收费”价格模式出售的服务，将在订单上指出其“项目”时间间隔、每小时费率和预计所需小时数。我们将按时间和材料按小时费率开具发票提供服务，并针对估计的小时数和我们产生的所有合理费用。</p> <p>d. <b>门户网站。</b>指 strategysoftware.com 网络域上的教育门户，其中包含针对您的业务定制的内容。</p>

hours and for all reasonable expenses we incur as provided herein.	e. <b>按小时预付。</b> 根据“按小时预付”价格模式出售的服务，将在订单上指出其“年度”时间间隔、每小时费率和固定小时数。您需要提前支付按小时预付服务的费用，我们将在签署订单后向您开具发票，按照订单所述总小时数和我们产生的所有合理费用向您收取费用。
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