



ADDENDUM – MICROSTRATEGY AI PRODUCT TERMS

附錄 – MicroStrategy AI產品條款

The terms of this Addendum supplement and amend the existing agreement between you and us governing the MCE Service (“Existing Agreement”) and, as supplemented and amended by this Addendum, the “Agreement”) and apply to the provision of the MicroStrategy AI Product (“AI Product”). To the extent there is any conflict between this Addendum and the Existing Agreement, this Addendum will prevail.

本附錄補充並修訂了您與我們就規範MCE服務達成的現有協定（“現有協定”，經本附錄補充、修訂後的版本稱為“協定”），適用於MicroStrategy AI產品（“AI產品”）的提供。如果本附錄與現有協定之間有任何衝突，則以本附錄為準。

<p>1. <u>Access Grant.</u> You may grant your Named Users access to our AI Product as an add-on to the MCE Service in accordance with the access grant provision in the Existing Agreement and in accordance with applicable law.</p> <p>2. <u>Consumption-Based Licensing and Auto-Replenishment.</u> Except where your licensing of the AI Product is based on Named Users under the “MicroStrategy AI User” SKU, for each AI Product quantity you license, you may consume up to twenty thousand (20,000) Questions (as defined in the MCE Service Guide) for a period of up to twelve (12) months beginning on the order Effective Date and, in the case of a replenishment, from the beginning of the replenishment effective date (each period, a “<u>Use Period</u>”). Unconsumed Questions are automatically forfeited at the earlier of (a) the end of the Use Period, or (b) termination or expiry of the MCE Service term, and do not carry over to any subsequent Use Periods. Upon the earlier of the expiration of the Use Period or the full consumption of 20,000 Questions, we will automatically replenish your right to consume an additional 20,000 Questions for each licensed AI Product quantity for a subsequent Use Period, each at the then current list price for such Product, unless you provide written notice to us that you desire not to auto-replenish (a) at least ninety (90) days before the expiration of the then current Use Period, or (b) before 18,000 Questions have been consumed, whichever occurs first. Our AI Product is otherwise non-cancelable by you, and non-refundable.</p> <p>3. <u>Operating Environment.</u> Notwithstanding anything to the contrary in the Agreement, we may provide our AI Product to you from an environment that is different from the operating environment specified on your MCE Service order.</p> <p>4. <u>Use of Our AI Product.</u> Subject to the terms and conditions of the Agreement, it is your choice how to use our AI Product and it is your responsibility to determine whether your use of our AI Product is consistent with your own internal standards and the laws applicable to you, and you are solely responsible for such use. It is your responsibility to determine whether and which users within your organization should be given notice that you are enabling use of our AI Product. You should implement meaningful human oversight regarding your use of our AI Product, and you agree not to rely solely upon our AI Product for any decisions that may have consequential impact on an individual, including but not limited to legal standing, financial position, life or job opportunities, human rights, and the potential for physical or psychological harm.</p>	<p>1. 存取權 您可以根據現有協定中的存取權條款和適用法律向您的指定使用者授予AI產品的存取權（作為MCE服務附加元件）。</p> <p>2. 基於消費的許可和自動補充 除非您的 AI 產品許可是基於 “MicroStrategy AI User” SKU 下的指定用戶，對於您許可的每個AI產品數量，您可在訂單生效日以及（對於補充）補充生效日期後最長十二（12）個月的期間（每段期間均稱為“使用期”）內消耗最多兩萬（20,000）個問題（定義見 MCE 服務指南）。未消耗的問題將於 (a) 使用期結束之日或 (b) MCE服務期限終止或屆滿之日（以較早日期為準）自動作廢，不會結轉至任何後續使用期。當使用期提前結束或消耗完20,000個問題時，除非您 (a) 在該使用期結束至少九十（90）天前或 (b) 在消耗完18,000個問題前（以較早日期為準）書面通知我們您不希望自動補充，我們會按照相應產品在當時的有效標價，自動補充您在後續使用期內針對每個授權AI產品數量額外消耗20,000個問題的權利。您無法以其他方式取消我們的 AI 產品，並且我們概不為AI產品提供退款。</p> <p>3. 作業環境 儘管協議中有任何相反規定，但我們向您提供AI產品所處的環境可能不同於您的MCE服務訂單中規定的作業環境。</p> <p>4. 使用AI產品 在遵守協議條款和條件的前提下，您自行選擇如何使用我們的AI產品，您負責確定您對 AI 產品的使用是否符合您的內部標準以及適用於您的法律，並自行承擔此種使用行為的責任。您還負責確定是否應向您的組織內的使用者告知您對AI產品的啟用以及應向前述哪些使用者告知。您應就使用AI產品的行為實施有效的人工監督，並同意不會完全依賴AI產品作出可能對個人產生後果影響的任何決定（包括但不限於法律資格、財務狀況、生活或工作機會、人權以及潛在的身體或心理傷害）。</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5. **Indemnification.** Notwithstanding anything to the contrary in the Agreement, our obligation to defend and indemnify you against third-party claims related to the operation or use of our AI Product will be limited solely to any indemnification provided to us by the applicable third party or parties whose generative AI service(s) are integrated into our AI Product.

6. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF YOUR AFFILIATES RELATED TO OUR AI PRODUCT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO US FOR OUR AI PRODUCT IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU.

7. **Suspension.** We may suspend or discontinue your access to or use of our AI Product if our access to the third-party generative AI services integrated as part of our AI Product is suspended or discontinued by such third party.

8. **Additional Restrictions.** You may not use our AI Product for any conduct or with any content that could reasonably be considered offensive or give rise to liability, including but not limited to using, describing, featuring, or promoting: exploitation and abuse involving the sexual victimization or grooming of children; interactions with individuals under the age of consent in any way that could result in exploitation or manipulation; non-consensual intimacy; sexual solicitation or human trafficking; suicide or self-injury; graphic violence or gore; terrorism or violent extremism; violent threats, incitement, and glorification of violence, hate speech and discrimination, bullying and harassment; intentionally deceptive or likely to adversely affect the public interest; or infer sensitive information about people without their explicit consent and our approval. Notwithstanding anything to the contrary in the Agreement, you may not perform any penetration testing on our AI Product. You will not and will not assist or encourage anyone to use our AI Product: (a) to try to gain unauthorized access to or disrupt any data or account; (b) to store or transmit spam; or (c) in any situation where failure of our AI Product could lead to death or serious bodily injury, or severe physical or environmental damage. You may not use our AI Product to create your own chatbots.

5. **賠償** 儘管協議有任何相反規定，但在第三方就 AI 產品的運行或使用提起索賠時，我們向您承擔的抗辯和賠償義務將僅限於擁有集成到AI產品的生成式AI服務的相關第三方向我們提供的任何賠償。

6. **責任限制** 儘管協議有任何相反規定，我們及全體關係企業和授權人，對您及您全體關係企業負擔的與 AI 產品相關的累計責任總額，將不會超過您提出第一次索賠前十二（12）個月內支付給我們的AI產品的費用金額。

7. **暫停** 如果第三方暫停或終止我們對集成該第三方生成式AI服務的AI產品的存取權，則我們可以暫停或終止您對AI產品的存取權或使用。

8. **其他條款** 您不得將AI產品用於可能被合理視為具有冒犯性或者引起任何法律責任的任何行為或內容，其中包括但不限於使用、描述、突出或推廣；涉及對兒童進行性侵害或性引誘的剝削和虐待；與未達到同意年齡的自然人進行可能導致剝削或操縱的互動；非自願的親密行為；性引誘或人口販賣；自殺或自殘；暴力或血腥畫面；恐怖主義或暴力極端主義；暴力威脅、煽動暴力和美化暴力，仇恨言論和歧視，霸凌和騷擾；故意欺騙或可能對公共利益產生不利影響；未經相關人員明確同意且未經我們批准而推斷與此類人員有關的敏感資訊。儘管協議有任何相反規定，您不得對AI產品開展滲透測試。您不得（且不得協助或鼓勵任何人）將AI產品用於：
(a) 嘗試未經授權存取或者破壞任何資料或帳戶；(b) 存儲或傳輸垃圾郵件；或 (c) AI產品的故障可能導致死亡、嚴重的人身傷害或者嚴重的物理或環境損害的任何情形。您不得將AI產品用於創建您自身的聊天機器人。