



# SOFTWARE LICENSE AND SERVICES AGREEMENT

## [軟體授權與服務合約]

This Software License and Services Agreement (“Agreement”) applies to an order entered into between an affiliate of MicroStrategy Incorporated (“we,” “us,” “our”) and the entity ordering Products or Services identified on the order (“you,” “your”), and specifies the terms and conditions under which we will license and supply Products and Services to you and your affiliates. This Agreement consists of the sections identified in the following Table of Contents:

[本軟體授權與服務合約（「合約」）適用於 MicroStrategy 公司之關係企業（「我們」、「我方」、「本公司」）與訂購訂單上之產品或服務的實體（「您」、「貴公司」）之間簽訂的訂單，並詳列我們授權和供應產品與服務給您及您的關係企業之條款與條件。本合約包括以下目錄所列之各節：]

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## I. GENERAL TERMS [一般條款]

The terms of this Section I (“General Terms”) apply generally to all Products and Services supplied under this Agreement.

[第 I 節之條款（「一般條款」）普遍適用於依據本合約供應的所有產品與服務。]

### 1. Definitions

Unless otherwise defined in this Agreement, capitalized terms used in the body of this Agreement will have the meanings set forth below.

“Applicable Data Protection Law” means all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Protected Data, including the European Union Directives and regulations governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security.

“CPU” means a physical core (in a physical computing environment) or a virtual core (in a virtual computing environment) to which an instance of a Product is assigned, as identified by the operating system in which the Product is installed.

“Customer Content” means software (including machine images), data, text, audio, video, images, or other content of yours or a third-party that you or your Representative utilize with a Product or upload or transfer to the MCE Service.

“Designated Software Instance,” or “DSI” means a single MicroStrategy metadata database or a set of related MicroStrategy

### 1. 名詞定義

除本合約另有不同定義外，本合約主文中使用之大寫術語意義如下：

「資料保護相關法律」係指國際、聯邦、州、省及地方目前有效，且與受保護之資料的隱私性、機密性或安全性有任何關聯的所有相關法律、規則、規定、指令及政府要求，包括規範一般資料保護的《歐盟指令》與規定，以及所有與隱私權、資料保護、機密性或資訊安全有關的產業準則。

「CPU」係指由已安裝產品之作業系統，確認已指定產品實例的實體核心（在實體計算環境）或虛擬核心（在虛擬計算環境）。

「客戶內容」係指您或您的代表人配合產品，使用或上傳或轉移至 MCE 服務的軟體（包括機器圖像）、數據、文本、音頻、視頻、圖像或其他內容。

「指定軟件實例」或「DSI」係指將藉由訂單中指定之產品，存取的單一MicroStrategy元數據數據庫或一組相關的MicroStrategy元數據數據庫（例如用於生產、開發、測試等）。

metadata databases (e.g., for production, development, testing, etc.) that will be accessed by the Products specified on an order.

“Documentation” means the user documentation or manuals normally distributed or made available in connection with a Product, including, in the case of the MCE Service, the MCE Service Guide.

“MCE Service” means the MicroStrategy Cloud Environment service, a platform-as-a-service offering that we manage on your behalf in an Amazon Web Services or Microsoft Azure environment that includes access to, collectively: (a) the “Cloud Platform” version of our Products (an optimized version of the MicroStrategy software platform built specifically for deployment in an Amazon Web Services or Microsoft Azure environment) licensed by you; (b) Cloud Support; and (c) the Additional PaaS Components (as defined in the MicroStrategy Cloud Environment Service Terms section below) you have purchased for use with such Products.

“MCE Service Guide” means the MCE Service Guide listed at microstrategy.com, as modified from time to time by us.

“Named User” means (i) a single identifiable individual with unique, non-generic login credentials (such login credentials may not be shared with anyone beyond the single identifiable individual) authorized by you as a user of a Product or the MCE Service at any time during the term of your license to the Product or during the MCE Service Term who you have not permanently replaced with another Named User, regardless of whether the individual is actively using or has ever used the Product or MCE Service; or (ii) if an individual does not qualify as a “Named User” under subsection (i), a single individual without login credentials who, through your use of a Product or the MCE Service, receives or has received at any time during the term of your license to the Product or during the MCE Service Term, reports or messages directly generated by the Product or the MCE Service.

“Product” means a generally available MicroStrategy software product identified on an order that is licensed to you pursuant to the terms of this Agreement, and any tools included with such software product (including, in the case of the “Cloud Platform” version of our Products, the MicroStrategy cloud provisioning console).

“Protected Data” means any data or information that is subject to regulation under Applicable Data Protection Law.

“Representative” means any of your affiliates, your third-party contractors and anyone else accessing or using a Product or Service on your behalf or through your systems, including any Named Users.

“Service” means any service provided by us pursuant to this Agreement, including technical support, education, consulting and the MCE Service (or any portion thereof).

“Technical Support Services” means the technical support and maintenance Services provided by us according to our then-current technical support policy and procedure listed at microstrategy.com (“Technical Support Policy”) when the Services are purchased.

“Territory” means the country listed under the “Ship To” address on an order.

“Third-Party Solution” means any product, service, content or item of a third-party.

“Update” means a later commercial release of a Product made available after you license the Product.

「說明文件」係指產品通常隨附的使用者說明文件或手冊，包括 MCE 服務中的 MCE 服務指南。

「MCE 服務」係指 MicroStrategy 雲端環境服務，亦即我們代表您在 Amazon Web Services 或 Microsoft Azure 環境中管理的平台即服務產品，包括：(a) 您授權給我們的產品之「雲端平台」版本（專為部署於 Amazon Web Services 或 Microsoft Azure 環境中而建構之 MicroStrategy 軟體平台的優化版）；(b) 雲支持；以及 (c) 您購買以使用於此類產品中的附加 PaaS 組件（如 MicorStrategy 雲端環境服務條款一節中之定義）。

「MCE 服務指南」係指列載於 microstrategy.com 上，且由我們不定期修改的 MCE 服務指南。

「指定使用者」係指(i)由您在您的產品許可期限或MCE服務期限內授權作為產品或MCE服務使用者的具有唯一，非通用的登錄憑證（此類登錄憑證不得與單一可識別個人以外的任何人共用）的單一可識別個人。只要您沒有永久將其替換為另一指定用戶，無論該個人是否為活躍使用者或曾經使用過產品或MCE服務，該指定使用者即為有效；或(ii)如果個人不符合(i)條款規定的“指定用戶”資格，則為具有如下行為之沒有登錄憑證的單個個人：通過對產品或 MCE 服務的使用，在您的產品許可或 MCE 服務期間的任何時間，收到或已經收到產品或MCE服務直接生成的報告或消息的單個個人。

「產品」係指訂單上確認，依據本合約條款授權給您，且通常可取得之MicroStrategy軟體產品，以及此類軟體產品的任何附帶工具（包括我們「雲端平台」版本產品中的MicroStrategy雲端配置控制台）。

「受保護資料」係指受相關資料保護法規的任何資料或資訊。

「代表人」係指您的任何關係企業、您的第三方承包商，以及代表您或透過您的系統存取或使用產品或服務的任何其他人，包括任何指定使用者。

「服務」係指我們根據本合約提供的任何服務，包括技術支援、教育、諮詢和 MCE 服務（或其任何部分）。

「技術支援服務」係指我們根據於購買服務時，在 microstrategy.com 列出之技術支援政策和程序（「技術支援政策」）提供的技術支援和維護服務。

「地區」係指訂單上「交付」地址中列載的國家。

「第三方解決方案」係指第三方的任何產品、服務、內容或項目。

「更新」係指您在授權產品之後，我們提供產品的後續商業版本。

## 2. Certain Obligations and Restrictions

You are responsible for compliance with this Agreement by your Representatives. You are also responsible for the proper operation of your network and your equipment used to connect to the Products or the MCE Service. You and your Representatives will not (a) copy, display, distribute, or otherwise use a Product or the MCE Service in

## 2. 特定義務與限制

您必須確保您的代表人遵守本合約。您同必須確保正確操作網絡，以及使用於連結產品或 MCE 服務的設備。您及您的代表人不得(a)使用任何未經本合約明確授權之方式，或為任何目的，複製、展示、分發或以其他方式使用產品或 MCE 服務，或(b)針

<p>any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify any Product or the MCE Service or any portion thereof except as expressly provided in the Documentation; or (c) modify, tamper with or repair any Product or any other software included in the MCE Service; or (d) reverse engineer, decompile or disassemble any Product or such software or the metadata created by a Product or such software, or apply any other process or procedure to derive the source code of any Product or such software; or (e) interfere with or disrupt the integrity or performance of a Product or the MCE Service; or (f) attempt to gain unauthorized access to a Product or the MCE Service or its related systems or networks; or (g) access or use any Product or the MCE Service in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (h) use a Product or the MCE Service to develop any product or service that is in any way competitive with any of our product or service offerings; or (i) make available to any third-party any analysis of the operation of a Product or the MCE Service, including any benchmarking results, without our prior written consent; or (j) use any Product or the MCE Service to provide time-sharing services, software-as-a-service offering, service bureau services or similar services; or (k) use a Product or the MCE Service to store or transmit (1) material in violation of third-party privacy rights; or (2) libelous, or otherwise unlawful or tortious material; or (3) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (4) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.</p> <p>As required for our performance pursuant to this Agreement and an order, you are also required to (A) provide us with reliable, accurate and complete information; and (B) make decisions and obtain required management approvals in a timely manner; and (C) obtain all consents, approvals and licenses necessary for use of any software, services, data or other items provided by you or on your behalf; and (D) cause your third-party contractors and licensors to cooperate with us.</p>	<p>對任何產品或 MCE 服務或其任何部分，製作衍生作品或進行其他修改，除說明文件中明確規定外，或(c)修改、篡改或修理 MCE 服務中包含的任何產品或任何其他軟體，或(d)針對任何產品或此類軟體或產品或此類軟體創建的元數據，進行逆向工程、反編譯或拆解，或利用任何其他流程或程序取得任何產品或此類軟體的來源碼，或(e)干擾或破壞產品或 MCE 服務的完整性或表現，或(f)嘗試未經授權存取產品或 MCE 服務，或其相關系統或網絡，或(g)以規避產生費用或超過使用限制或配額的方式，存取或使用任何產品或 MCE 服務，或(h)利用產品或 MCE 服務開發與我們任何產品或服務，具任何競爭性的任何其他產品或服務，或(i)未經我們事前書面同意，針對任何第三方提供任何與產品或 MCE 服務操作有關的分析，包括任何基準測試結果，或(j)利用任何產品或 MCE 服務，提供分時服務、軟體即服務、服務局服務或類似服務，或(k)利用產品或 MCE 服務儲存或傳送(1)違反第三方隱私權的資料，或(2)誹謗或其他非法或侵權的資料，(3)侵犯任何實體或個人著作權、商標、專利、商業機密，或其他專屬權利的資料，或(4)病毒、特洛伊木馬、蠕蟲、定時炸彈、清除機器人、損壞文件，或任何其他類似軟體或程式。</p> <p>根據我們履行本合約及訂單的需求，您必須(A)為我們提供可靠、正確而完整的資訊，以及(B)及時做出決定，並取得需要的管理層核准，以及(C)取得使用您或代表您提供之任何軟體、服務、數據，或其他項目需要的所有同意、核准與許可，以及(D)責成您的第三方承包商和授權人與我們合作。</p>
<p><b>3. Intellectual Property Ownership</b></p> <p>We, our affiliates and our licensors will own all right, title and interest in and to all Products. You will be and remain the owner of all rights, title and interest in and to Customer Content. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “Trademarks”). To the extent a party grants any rights or licenses to its Trademarks to the other party in connection with this Agreement, the other party’s use of such Trademarks will be subject to the reasonable trademark guidelines provided in writing by the party that owns the Trademarks.</p>	<p><b>3. 智慧財產所有權</b></p> <p>所有產品中的所有權利、產權和利益，均完全歸屬於我們、我們的關係企業和我們的授權人，客戶內容中的所有權利、產權和利益，將完全歸屬於您。各方將擁有及保留其商標、標誌及其他品牌元素（統稱為「商標」）中的所有權利。一方依據本合約，將其商標之任何權利或授權授予另一方時，另一方應依據擁有該商標之一方提供的合理商標指南使用此類商標。</p>
<p><b>4. Term and Termination</b></p> <p>This Agreement, orders and Product licenses may only be terminated according to this section. You may terminate this Agreement, any order or Product license at any time by providing written notice to us. We may terminate this Agreement, any order or Product license at any time following our written notice to you that you have breached a material provision of this Agreement, if you do not cure the breach within thirty (30) days following the date of such notice of breach. We may also terminate this Agreement, any order or Product license upon written notice to you, as provided in the “Indemnification” section of these General Terms or the applicable “Additional Limited Warranties and Remedies” section of this Agreement. Upon termination of this Agreement or an order, all fees that you are obligated to pay as of the date of termination will be immediately due and payable. Upon termination of this Agreement or all orders, this Agreement, all Product licenses and your right to access the MCE Service, and any and all rights to receive Technical Support Services</p>	<p><b>4. 效期與終止</b></p> <p>本合約、訂單及產品授權必須根據本節之規定終止。您可以隨時書面通知我們終止本合約、任何訂單或產品授權。在我們向您發出通知告知您有實質性違約行為後，如果您未在違約通知日期後的三十（30）日進行糾正，我們可以即時終止本協定、任何訂單和產品授權。我們也可以書面通知您根據本協定“一般條款”的“補償”或適用的“額外有限保證和救濟”部分之規定終止本協定、任何訂單或產品授權。本合約或訂單終止時，您於終止日有義務支付的所有費用，均立即到期及支付。在本合約或所有訂單終止時，本合約、所有產品授權以及您存取 MCE 服務及收到技術支援服務的權利，亦將隨時終止。當產品授權終止時，您應立即停止使用該產品。</p>

<p>will terminate. When a Product license terminates, you will immediately cease using the Product.</p>	
<p><b>5. Indemnification</b></p> <p>We will defend you, at our expense, against any third-party claim, demand, suit, or proceeding (“Claim”) brought against you by a nonaffiliated third-party alleging that a Product (including a Product that you access through the MCE Service) infringes or misappropriates an intellectual property right of the third-party and will indemnify you for and hold you harmless from any damages finally awarded to the third-party claimant or agreed to in settlement of the Claim. If your use of the Product is enjoined in connection with the Claim or we believe it reasonably could be enjoined, we may choose to either modify the Product to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Product or if these alternatives are not commercially reasonable, we may terminate your right to access and use the Product and refund any unused, prepaid Technical Support Services paid for the Product together with a refund of license fees paid for the Product (subject to depreciation on a straight line five-year basis).</p> <p>We will have no indemnification obligation, and you will indemnify us, for any Claim arising from or based upon (a) the misuse or unauthorized use of a Product or the use of a Product outside the scope of use identified in the Documentation, if the Claim would not have arisen without such use; or (b) any modification of a Product not authorized by us in writing, if the Claim would not have arisen without such modification; or (c) the combination of a Product with any third-party products, services or business processes not provided by us as part of a Product, if the Claim would not have arisen without such combination, or (d) the use of a Product in an unlawful or unauthorized manner, or (e) use of a prior version of a Product, if use of a newer version of the Product made generally available to our customers would have avoided the Claim, or (f) the use of Customer Content or a Third-Party Solution, or (g) a breach of the “Certain Obligations and Restrictions” or “Data Protection” sections of these General Terms or, as applicable, of the “MCE Service Obligations and Restrictions” section of the MicroStrategy Cloud Environment Service Terms by you or your Representatives.</p> <p>The indemnifying party’s obligations under this section only arise if the indemnified party (1) promptly gives the indemnifying party written notice of the Claim; and (2) gives the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim that imposes liability on, or contains any admission of fault by, the indemnified party, without its consent); and (3) provides to the indemnifying party all available information and reasonable assistance necessary to defend or settle the claim; and (4) has not compromised or settled the claim without the indemnifying party’s written approval.</p> <p>The provisions of this section state the sole, exclusive and entire liability of us to you, and are your sole remedy, with respect to the infringement of third-party intellectual property rights.</p>	<p><b>5. 賠償</b></p> <p>因非關係企業之第三方宣稱某產品（包括您透過 MCE 服務存取之產品）侵犯或侵占其智慧財產權，而對您提出索賠、要求、訴訟或訴訟程序（「索賠」）時，我們將負擔費用為您進行辯護，並賠償及確保您免於因最終判決支付該第三方索賠人，或於索賠和解中商定之任何損害賠償金，而受到損害。若因相關索賠導致您遭到禁止使用產品，或我們合理認為可能會遭到禁止使用產品時，我們得選擇將產品修改至未侵權（實質保留實用性和功能性），或取得可以繼續使用該產品的授權，或若該等替代方案在商業上不合理時，我們得終止您存取和使用本產品的權利，並退還該產品已支付的任何未到期預付技術支援服務費，以及退還該產品已支付的授權費（以五年直線折舊法計算）。</p> <p>我們無義務賠償因下列原因產生的任何索賠，且您應負責賠償我們：您或您的代表(a)誤用或未經授權使用產品，或在說明文件指定之使用範圍外使用產品，導致產生未發生上述使用，即不會產生的索賠，或(b)未經我們書面授權，而針對產品進行任何修改，導致產生未進行此類修改，即不會產生的索賠，或(c)將產品與非我們以產品之一部分提供的任何第三方產品、服務，或業務流程結合，導致產生未進行此類結合，即不會產生的索賠，或(d)以非法或未經授權之方式使用產品，或(e)使用較早版本的產品，導致產生使用我們通常提供給客戶之較新版的本產品，即可避免的索賠，或(f)使用客戶內容或第三方解決方案，或(g)違反本一般條款之「特定義務和限制」或「資料保護」等節，或（若適用）違反MicroStrategy雲端環境服務條款的「MCE 服務義務及限制」一節。</p> <p>若賠償方因下列條件而產生義務時，受償方：(1)得立即遞送書面索賠通知給賠償方，以及(2)賦予賠償方針對索賠進行辯護及和解的唯一控制權（未經受償方同意，賠償方不得針對任何會使受償方承擔責任或承認過失的索賠進行和解），以及(3)為賠償方提供辯護或和解該項索賠，需要之所有可得的資訊與合理的協助，(4)未經賠償方書面核准，不得妥協或和解該項索賠。</p> <p>本節所述為我們在侵犯第三方智慧財產權方面，應對您負擔的全部責任，且為您可取得之唯一補償。</p>
<p><b>6. Limited Warranties and Remedies</b></p> <p>Each party warrants that the individual entering into this Agreement and any order governed by this Agreement on behalf of such party has the authority to enter into this Agreement or any such order on behalf of such party, and that it will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under this Agreement.</p> <p>You acknowledge that the direct or indirect transfer of a Product contrary to United States law or any other applicable law is prohibited. You warrant that (a) you are not a Restricted Party; and (b) you are not controlled by or acting on behalf of any Restricted Party; and (c)</p>	<p><b>6. 有限保證與補償</b></p> <p>各方保證，代表其簽訂本合約及受本合約規範之任何訂單的自然人，有權代表其簽訂本合約或任何此類訂單，且各方均應依據所有相關法令、法律、規則及規定，行使其於本合約下之權利及履行其於本合約下之義務。</p> <p>您承認，嚴禁以違反美國法律或任何其他相關法律之方式，直接或間接轉讓產品。您保證，(a)您非受限貿易方，以及(b)您不受任何受限貿易方控制，亦不代表任何受限貿易方，以及(c)您與您的任何員工、代理人或承包商，皆不會將任何產品轉讓或允許轉讓給任何受限貿易方。「受限貿易方」係指下列任何人</p>

neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party. "Restricted Party" means any person or entity that is (1) listed on any of the lists of persons or entities maintained by the United States government that prohibit such persons or entities from receiving exports or services; or (2) a national or resident of, or an entity or governmental authority in, any country or territory that is or becomes subject to United States export controls for anti-terrorism reasons or with which United States persons are generally prohibited from engaging in financial transactions.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT. WE DO NOT WARRANT AND ARE NOT RESPONSIBLE FOR ANY THIRD-PARTY PRODUCTS OR SERVICES AND YOUR SOLE AND EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES ARE AS PROVIDED BY THE THIRD-PARTY PROVIDER AND NOT BY US.

If you exceed the scope of your license to a Product, we will have the right to invoice you and you must pay us within twenty (20) days from the date of the invoice (i) fees for such excess calculated at our standard list prices in effect as of the date we discover such infringement for each Product infringed multiplied by the number of infringing licenses measured over the timeframe during which such infringement occurred and (ii) fees for all related Technical Support Services at an amount equal to twenty-two percent (22%) of the net license fees for such excess, measured over the same timeframe. These remedies are in addition to any other remedies or relief, including termination rights, already provided in this Agreement. You agree that this provision is not intended to be a penalty but is instead designed to protect our legitimate business interests. You further agree that if we no longer offer a Product that you have infringed at the time that we become aware of the infringement, then we will calculate damages under this provision at the higher of the last available standard list price for that Product or the current standard list price of its successor. In addition, you agree that we will be entitled to preliminary injunctive relief in the event of an uncured breach of this Agreement, including but not limited to breach of the "Audit" section due to the importance of verifying compliance, and you waive any injunction bond requirement in connection with any request for such relief.

#### 7. Limitation of Liability

EXCEPT FOR OUR OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION OF THIS AGREEMENT, THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF OUR AFFILIATES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. WE AND OUR AFFILIATES WILL ONLY BE LIABLE FOR DAMAGES SOLELY AND DIRECTLY ARISING FROM OUR OR OUR AFFILIATES' BREACH OF THIS AGREEMENT, AND IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY

或實體：(1) 美國政府禁止接受出口或服務的任何人員和實體清單中列出的個人或實體，或(2)因反恐理由受到美國出口管制或美國人士被普遍禁止與其從事金融交易的任何國家或區域的國民、居民、實體或政府部門。

除本合約另有明示規定外，未針對任何產品或服務，做出任何明示或暗示的保證或承諾，包括但不限於任何與可銷性、符合特定目的、系統整合、產權、滿意品質及未侵權有關的暗示保證。我們對任何第三方產品或服務，概不負責，在任何第三方產品或服務方面，唯一救濟及補償措施應由該第三方提供者（而非我們）提供。

如果您超出了您的產品授權的範圍，我們有權為此向您開具發票，並且您必須在發票開具之日起二十（20）天內向我們支付以下款項（i）超額費用：對每種被侵權產品，按照我們的當前有效標準單價，乘以被侵權產品授權數量，並加入自我們發現侵權之日起的產品被侵權時間段的考量計算出的費用，以及（ii）所有相關技術支援服務費用：金額為超額授權費淨額的百分之二十二（22%），同樣需計入產品被侵權時間段，再進行計算後的費用。這些救濟措施是對本協議已規定的任何其他補救措施或救濟（包括終止權利）的補充。您同意，此規定並非旨在構成懲罰，而是旨在保護我們的合法商業利益。您進一步同意，如果我們在發現侵權時，公司已停止供應您所侵權的產品，則我們將根據該條款，以該產品的最後可用標準價格或其後繼產品的當前標準定價中價格較高者計算賠償金。此外，您同意，如果出現未被糾正的違約行為（由於驗證合規的重要性，包括但不限於違反“查核”條款），我們將有權獲得初步禁制令救濟，並且您放棄任何與此類救濟請求有關的禁制令保證金要求。

#### 7. 責任限制

除我們於本合約「賠償」一節下之義務外，我們及全體關係企業和授權人，依據本合約應對您及您全體關係企業負擔的累計責任總額，不得超過您提出第一次索賠前十二(12)個月內，支付給我們的費用金額。我們和我們的關聯公司僅對因我們或我們的關係企業違反本協議而唯一且直接造成的損失負責，並且在任何狀況下，我們或任何關係企業或授權人均無須為任何間接、特殊、附帶、懲罰性、從屬或宣示性損害，對您或您的任何關係企業負任何責任，無論根據契約、侵權或其他基礎，即使我們或任何關係企業或授權人已知可能會發生該類損害，亦同，且即使任何商定之補償因不符合其實質目的或其他原因而不可執行時，亦同。在前述規範下，我們針對您提出之各項索賠（該項索賠係出於或基於使用第三方解決方案時），應負擔之最大責任，不得超過相關第三方解決方案之提供者，針對該項索賠應對我們負擔的責任。

<p>FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON. SUBJECT TO THE FOREGOING, OUR MAXIMUM LIABILITY FOR EACH CLAIM MADE BY YOU, TO THE EXTENT THE CLAIM ARISES FROM OR IS BASED UPON THE USE OF A THIRD-PARTY SOLUTION, WILL NOT EXCEED THE AMOUNT OF THE APPLICABLE THIRD-PARTY SOLUTION PROVIDER'S LIABILITY TO US RELATED TO THE CLAIM.</p>	
<p><b>8. Orders and Payment</b></p> <p>You will be invoiced upon execution of and according to the terms of an order. Except as otherwise provided in this Agreement or an order, all fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice, and will be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which will be your responsibility, except for taxes on our income. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. You agree to negotiate in good faith a prompt resolution of any disputed amounts. If any undisputed invoice governed by this Agreement remains unpaid for 30 or more days after it is due, we may, without limiting our other rights and remedies, accelerate all unpaid fee obligations under all orders so that all amounts payable by you become immediately due and payable. In addition, any amounts which remain unpaid after the due date will be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.</p>	<p><b>8. 訂單及付款</b></p> <p>我們將會在您簽署訂單之後，根據訂單條款開立發票給您。除非本協定或訂單中另有規定，所有應支付給我們的費用，均應於發票日起三十(30)天內，以訂單所列之貨幣全額支付，若屆期未支付款項，則視為逾期未付。除我們應負擔之所得稅外，所有費用均不含任何稅捐，稅捐將由您負責。任何與發票有關的爭議，均應於發票日起三十(30)天內提出，否則將視該發票正確無誤。您同意進行善意協商，以及時解決任何爭議金額。若受本合約規範之任何無爭議發票，在到期日後 30 天或以上仍未支付時，我們得於未限縮其他權利和補償之情形下，將所有訂單下所有未支付之費用的義務提前到期，因此，您應支付的所有金額均將立即到期，並應支付。此外，任何於到期日之後仍未支付之金額，將加收自到期日起，至付清日止，以每月百分之一點五(1.5%)或法律允許之最高利率（較低者）計算的延付費用。除另有說明外，所有訂單皆為確認訂單，您不得要求取消、退回、退費或抵消。</p>
<p><b>9. Audit</b></p> <p>You will keep accurate and complete records relating to your activities under this Agreement necessary to demonstrate your compliance with this Agreement, including but not limited to (i) a list of servers and applications that run MicroStrategy server software and where MicroStrategy server software is installed (“Server List”); (ii) a “License Manager” audit report with full details enabled for each server or server-partition specified on the Server List; (iii) an “Enterprise Manager” report for each server or server-partition specified on the Server List; (iv) a report from your user directory that includes a list of all individuals who have access to or have had access to each Product and all individuals who receive or have received reports or messages directly generated by the Products; (v) for each environment where Platform Analytics is enabled, an .mstr file for such environment and all other data accessible through the “Send Diagnostic” function in the Products; and (vi) an accurate and complete map of your entire technical MicroStrategy environment and server landscape that includes a breakdown of installations and systems (collectively, “Records”). You will maintain such Records during the term of this Agreement and for five (5) years following the termination or expiration of this Agreement. .</p> <p>Within ten (10) days following our written request, you will (1) certify to us in a writing signed by an officer of your company that you are in compliance with this Agreement and (2) provide us with any and all Records we specify in such request. In addition, within ten (10) days following our written request, we may, at our sole discretion, audit your Records (i) at your applicable facility during normal business hours and subject to your reasonable facility security requirements and/or (ii) by remote or electronic means. We will pay our costs for this audit unless the audit finds a lack of compliance by you of five percent or more over your licensed capacity, in which case you will reimburse us for the costs of the audit within twenty (20) days of receiving an invoice from us. If our review and audit of your Records reveals that you have exceeded the scope of your license to the Products, our remedies will be as set forth in this Agreement.</p>	<p><b>9. 查核</b></p> <p>您應保留與依據本合約進行之活動有關的必要及正確完整紀錄以證明您遵守本合約，包括但不限於 (i) 運行 MicroStrategy 伺服器軟體以及安裝 MicroStrategy 伺服器軟體的伺服器和應用程式的清單（“伺服器清單”）； (ii) 一份“License Manager”審計報告，其中包含為伺服器列表中指定的每個伺服器或伺服器分區啟用的完整詳細資訊； (iii) 伺服器列表上指定的每個伺服器或伺服器分區的“Enterprise Manager”報告； (iv) 來自您的使用者目錄的報告，其中包括有權訪問或已經訪問每個產品的所有個人以及收到或已經收到由產品直接生成的報告或消息的所有個人的名單列表； (v) 對於啟用 Platform Analytics 的每個環境，此類環境的 mstr 檔以及可通過產品中的“Send Diagnostic”功能訪問的所有其他資料； (vi) 一份您的整個 MicroStrategy 技術環境和伺服器格局的準確完整地圖，其中包括安裝和系統的細分（統稱為“記錄”）。您將在本協定有效期內以及本協定終止或到期後五 (5) 年內保留此類記錄。</p> <p>在我們提出書面要求後十(10)天內，您應：(1) 提供由您公司之主管簽署的書面切結給我們，保證您完全依據本合約，並且(2)應提供該要求中註明之任何及所有紀錄給我們。此外，我們可在（由我們全權決定）提出書面要求後十(10)天內，於正常營業時間，根據您合理的設施安全要求，(i) 在您的相關設施中查核您的紀錄，在查核過程中我們將遵守您合理的設施安全要求；並且/或者 (ii) 此查核可通過遠端或電子方式進行。我們將支付我們的查核費用，除非查核發現您有授權總量百分之五或以上的部分違反合規，在這種情況下，您須在收到我們的發票之日起的二十（20）天內向我們償還查核費用。如果我們對您的記錄的審查和審核表明您已經超出了您的產品授權範圍，則我們的救濟將按照本協議的規定進行，包括但不僅限於本協議的“期限與終止”和“有限保證與救濟”條款。</p>

<p>including but not limited to the “Term and Termination” and “Limited Warranties and Remedies” sections of this Agreement.</p>	
<p><b>10. Data Protection</b></p> <p>You will not transfer to us or provide us any access to any Protected Data in connection with this Agreement, including Personal Data, Protected Health Information and Personally Identifiable Information (as such terms are defined in Applicable Data Protection Law), except for Protected Data related to your contact persons or uploaded or transferred to the MCE Service.</p> <p>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. As between you and us, for purposes of this Agreement and Applicable Data Protection Law, you are the “data controller” and we are acting on your behalf as a “data processor” with respect to Protected Data that you or your Representatives upload or transfer to the MCE Service. If you upload or transfer Protected Data to the MCE Service, you will enable encryption of report caches and intelligent cubes which are saved to disk.</p>	<p><b>10. 資料保護</b></p> <p>除與您的聯絡人有關之受保護資料，或上傳或移轉至 MCE 服務的受保護資料外，您不會移轉或提供與本合約有關的任何受保護資料給我們，包括個人資料、受保護之健康資訊，以及個人可識別資訊（如相關資料保護法之定義）。</p> <p>我們已實施適當的技術、組織和安全措施，防衛和保護您提供給我們的受保護資料，我們僅會為了履行我們的義務、行使我們的權利、提供資訊給您，以及為遵守我們的法律和查核要求，而存取、使用此類受保護資料與傳送給我們的關係企業和第三方（包括位於歐洲經濟區以外者）。針對本協議及相關資料保護法而言，在您和我們之間，當您或您的代表人上傳或傳送受保護資料至 MCE 服務時，您是「資料控制者」，而我們是代表您行為的「資料處理者」。如果您將受保護資料上傳或傳送至 MCE 服務，您將啟用啟動儲存於磁碟之報告緩存和智能多維數據集的加密。</p>
<p><b>11. Confidentiality</b></p> <p>Under this Agreement, Confidential Information may be accessed or disclosed between the parties. “Confidential Information” means any information identified as confidential at the time of disclosure, or that reasonably should be understood to be confidential in view of the information’s nature or circumstances around its disclosure, and will in all cases include pricing terms, the terms of this Agreement or any order governed by this Agreement, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, customer lists, and generic tools and objects related to our products created by us during the provision of consulting Services. Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; or (b) was in the receiving party’s lawful possession prior to the disclosure; or (c) is lawfully disclosed to the receiving party by a third-party without restriction on the disclosure; or (d) is independently developed by the receiving party. Security is important to us and our customers, and we strongly recommend that you share with us the results of any penetration tests that you conduct on our Products (which is considered solely our Confidential Information) so that we may utilize that information to improve our Products.</p> <p>Each party agrees to hold the other party’s Confidential Information in confidence during the term of this Agreement and for a period of five (5) years after the termination of this Agreement (other than with respect to trade secrets, which shall be held in confidence following such period in accordance with this section), and to disclose such Confidential Information only to those employees or agents who have a need to know such Confidential Information and are required to protect it against unauthorized disclosure. Notwithstanding the foregoing, either party may disclose the other party’s Confidential Information to a federal or state governmental entity to the extent such disclosure is required by law, so long as the receiving party notifies the disclosing party in advance of the required disclosure as soon as reasonably practicable to allow the disclosing party to contest the disclosure.</p> <p>Upon termination of this Agreement and 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 destroy or</p>	<p><b>11. 保密義務</b></p> <p>雙方得依據本合約存取或揭露機密資訊。「機密資訊」係指任何在揭露時註明為機密的資訊，或根據揭露性質或情況應合理視為機密之資訊，且在所有情況下，均應包括定價條款、本合約或受本合約規範之任何訂單的條款、軟體、技術、業務計畫、技術規格、產品開發計畫、營銷計畫、教育資料、客戶名單，以及我們在提供諮詢服務期間創建之產品的相關通用工具和物件。機密資訊不包括(a)非因接受方任何行為或不行為而公開之資訊，或(b)在揭露前，接受方已合法持有之資訊，或(c)由第三方合法揭露給接收方，無保密限制的資訊，或(d)由接受方獨立開發之資訊。安全對於我們及我們的客戶而言都非常重要，我們強烈建議您將針對我們產品進行的任何滲透測試的結果（僅視為我們的機密資訊）分享給我們，以便我們能利用該資訊改善產品。</p> <p>各方同意，在本合約之有效期間及本合約終止後五(5)年內，應為另一方之機密資訊保密（除商業機密應根據本節，在該期間結束後繼續保密外），且僅可將此類機密資訊揭露給有必要知道，且有義務保護其免於遭到未經授權揭露的員工或代理人。儘管已有前述規定，任一方得於法律要求下，將另一方之機密資訊揭露給聯邦或州政府實體，但是接受方必須將該項必要揭露儘速通知揭露方，以便揭露方能針對該項揭露提出抗辯。</p> <p>在本合約終止之時，除正常網絡備份過程中或本協議另有規定的電子複本外，接收方應依據揭露方之指示，立即銷毀或歸還其持有或控制的揭露方機密資訊。</p>

<p>return, at the sole discretion of the disclosing party, all Confidential Information of the disclosing party in the receiving party's possession or control.</p>	
<p><b>12. Notices</b></p> <p>Notices will be in writing and will be deemed to have been given when (a) personally delivered; or (b) sent by electronic mail; or (c) sent by a commercial overnight courier. You will provide notices to: MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:crequest@microstrategy.com">crequest@microstrategy.com</a>.</p>	<p><b>12. 通知</b></p> <p>所有通知均應以書面為之，並應於(a)專人交付，或(b)以電子郵件寄送，或(c)以商業隔夜快遞寄送後，視為已送達。您應將通知寄送至：MicroStrategy公司，收件人：法務長，1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States，電子信箱地址：<a href="mailto:crequest@microstrategy.com">crequest@microstrategy.com</a>。</p>
<p><b>13. Assignment</b></p> <p>This Agreement or any order or Product license governed by this Agreement may not be assigned or otherwise transferred in whole or in part by you, including by operation of law, without our prior written approval. Any unauthorized assignment or transfer of this Agreement, an order or a Product license by you to a third-party will constitute a material breach of this Agreement.</p>	<p><b>13. 轉讓</b></p> <p>未經我們事前書面核准，您不得轉讓或以其他方式移轉本合約，或受本合約規範之任何訂單或產品授權的全部或部分。您未經授權將本合約、訂單，或產品授權轉讓或移轉給第三方，將會構成嚴重違反本合約。</p>
<p><b>14. Governing Law, Jurisdiction and Disputes</b></p> <p>This Agreement and the parties' relationship under it will be interpreted under and governed by the laws of the applicable jurisdiction set forth in the Territory-Specific Terms ("<u>Governing Law</u>"), without regard to the choice or conflicts of law provisions of any jurisdiction. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the applicable courts identified in the Territory-Specific Terms. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing party will be entitled to recover its cost of enforcing its claim, including reasonable attorney fees.</p>	<p><b>14. 準據法、管轄地及爭議</b></p> <p>本合約及雙方於本合約下之關係，應根據特定地區之條款列載之相關管轄地的法律（「準據法」）詮釋和規範，而不考慮任何管轄地之法律條款的選擇或衝突原則。本合約不受聯合國國際貨物銷售公約規範。任何因本合約，或雙方於本合約下之關係而產生或相關的爭議、訴訟、索賠或訴訟理由，均應以特定地區條款指定之相關法院為唯一管轄權。雙方茲此以不可撤銷之方式，同意此類法院的唯一管轄權和審判地點，並放棄於任何此類訴訟程序中要求陪審團審判的權利。在任何爭議中，勝訴方有權收回執行索賠的成本，包括合理律師費。</p>
<p><b>15. Third-Party Solution Connectors</b></p> <p>When you access any Third-Party Solution (including third-party data sources) with connectors included as part of the Products or the MCE Service, you agree and acknowledge that (a) you may download content from the servers of the Third-Party Solution provider; and (b) your access to the Third-Party Solution with such connectors will be for the purpose of utilizing the Third-Party Solution in conjunction with the Products or MCE Service; and (c) we are not responsible for interruptions of service caused by the Third-Party Solution provider; and (d) if we have a business relationship with the Third-Party Solution provider, that relationship is subject to termination and cancellation; (e) you may not remove or obscure any patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any output of the Products or the MCE Service and (f) you are solely responsible for licensing the use of third-party data sources accessed by our Products.</p>	<p><b>15. 第三方解決方案連接器</b></p> <p>當您使用產品或 MCE 服務包含之連接器存取任何第三方解決方案（包括第三方資料來源）時，即表示同意與瞭解(a)您可從該第三方解決方案提供者的伺服器下載內容，以及(b)您是為了結合產品或 MCE 服務以使用該第三方解決方案之目的，而使用此類連接器存取第三方解決方案，以及(c)我們對於該第三方解決方案提供者造成的服務中斷，概不負責，以及(d)如果我們與該第三方解決方案提供者具有業務關係，則可能會終止或取消該關係，(e)您不得移除或遮擋產品或 MCE 服務之任何輸出中，包含或附帶的任何專利、著作權、商標、專屬權利等警語及 / 或圖例，以及(f)您應針對授權使用我們的產品存取之第三方資料來源負完全責任。</p>
<p><b>16. Non-Solicitation</b></p> <p>Except for hiring an employee (or independent contractor or agent) of the other party to fill a job opening that was publicly announced and to which the applicable employee (or independent contractor or agent) responded, during the term of this Agreement and for one (1) year following termination or expiration of this Agreement, neither party will hire or directly or indirectly solicit any employee (or independent contractor or agent) of the other party who has provided services or</p>	<p><b>16. 禁止挖角</b></p> <p>除於公開招募中僱用另一方主動應徵之員工（或獨立承包商或代理人）外，任一方皆不得於本合約有效期間內，以及本合約終止或到期後一(1)年內，僱用或直接或間接挖角另一方於過去十二(12)個月內，曾經依據本合約提供服務或履行義務的任何員工（或獨立承包商或代理人）。</p>



performed obligations under this Agreement in the previous twelve (12) months.

## 17. Other Provisions

The latest version of the Agreement incorporated into an order governs all of your prior orders. The terms of this Agreement and any applicable order will supersede the terms in any purchase order or other ordering document that you generate and provide to us. Any terms of trade stated or referenced in any such purchase order (except for names, quantities and addresses) will not be binding on us. In the event of a conflict between or among the terms of this Agreement or an order, the following order of precedence will apply: first, the applicable order (but only with respect to the order); second, the applicable product- or service-specific section of this Agreement; third, the General Terms; and fourth, any other document incorporated into the Agreement. This Agreement supersedes the terms of a “click wrap” license included in the Products. If you enter into an order for Products or Services with an authorized MicroStrategy reseller (“Reseller”), (i) such document will constitute an order under this Agreement and (ii) your payment obligations under such order will be to the Reseller, provided that any transactions between you and the Reseller for other products and services (such as professional services provided by the Reseller or another Third-Party Solution Provider sold by the Reseller) will not be a part of this Agreement. For clarity, your use of our Products and Services will be governed exclusively by the terms of this Agreement, notwithstanding any additional or conflicting terms in your order with the Reseller. Non-payment of fees owed to a Reseller under such order will constitute a material breach of this Agreement. Each party has the right to issue a mutually-agreed press release that includes a quotation from one of the other party’s senior executives. Each party grants the other the right to use its name and logo in public communications, on websites, in presentations, in marketing collateral and at marketing events. Neither party will be responsible for delay of performance due to causes beyond its control. We may collect usage and diagnostic data related to your use of the Products to help us improve our Products and Services, better our customer service and enhance customer experience (“Diagnostic Information”); Diagnostic Information will not include Protected Data. Our security Products are not designed to manage physical or logical access to facilities or systems where delay in or failure of such access could threaten health or safety, or cause property, environmental or similar damage. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of a Product or the MCE Service. The failure of either you or us to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. There are no intended third-party beneficiaries of this Agreement. You represent that your decision to license a Product or purchase access to the MCE Service is not based on (a) any oral or written comments made by us with respect to functionality or features not currently offered in our latest generally available version of our Products or the MCE Service; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of a Product or the MCE Service may be included in a future update or release of a Product or the MCE Service; or (c) demonstrations of any software that is not currently generally available. You further acknowledge that the development, release and timing of any additional features or functionality for the MCE Service or Products remain at our sole discretion. If you deploy our Products or Services as part of an extranet application, you agree to display

## 17. 其他條款

您之前的所有訂單均將受本合約併入訂單的最新版本規範。本合約及任何相關訂單中之條款，將取代您制定及提供給我們之任何採購訂單或其他訂購文件中的條款。任何該類採購訂單中載明或引述之任何貿易條款（除名稱、數量及地址外），對我們不具拘束力。若本合約或訂單之條款間發生任何矛盾時，應適用下列優先順序：第一，相關訂單（但僅針對該訂單），第二，本合約之特定產品或服務的相關章節，第三，一般條款，第四，併入本合約的任何其他文件。本合約應取代產品中包含之「按鍵授權」的條款。如果您與 MicroStrategy 授權轉銷商（“轉銷商”）簽訂了產品或服務的訂單，則 (i) 該檔將構成本協定下的訂單，並且 (ii) 您根據該訂單產生的付款義務的物件為轉銷商，但是您與轉銷商之間就其他產品和服務（例如轉銷商提供的專業服務或轉銷商出售的其他協力廠商解決方案）進行的任何交易均不屬於本協定的一部分。在此澄清，即使您與轉銷商的訂單中有任何其他或衝突的條款，您對我們產品和服務的使用將受本協議條款的專屬約束。不根據該訂單對轉銷商的欠款進行支付將構成對本協議的實質違約。各方有權發表經相互同意，且包含另一方高階管理層之用語的新聞稿。各方授予另一方在公共傳播、網站、簡報、行銷資料，以及行銷活動中使用其名稱和標誌的權利。任一方皆無須為超過其可控制之因素造成的延誤負責。我們可能會收集您使用產品的相關使用和診斷資料，以協助我們改進產品與服務、提升客戶服務，並強化客戶體驗（「診斷資訊」），而診斷資訊不包括受保護資料。我們的安全產品之目的，不是為了管理對於設施或系統的物理性或邏輯性接觸，此類接觸延遲或失敗，可能會威脅健康或安全，或導致財產、環境或類似的損害。若本合約之任何條款，經管轄法院裁定為無效或不可執行時，此類條款之解釋，應盡可能反映出該無效或不可執行之條款的意圖，且不影响所有其他條款的有效性。本合約或您使用產品或 MCE 服務的事實，未於您和我們之間構成任何合資、合夥、僱傭或代理關係。您或我們未行使本合約之任何權利，或未執行本合約之任何條款，不構成放棄此類權利或條款，除原本有權行使或執行之一方書面承認及同意外。本合約中合理預期應持續有效之任何條款，均應於本合約終止後繼續有效。本合約無預期的第三方受益人。您聲明，您不是基於以下，而決定產品授權或購買 MCE 服務的存取權：(a) 我們針對最新通用版本之產品或 MCE 服務中未提供之功能或特性，進行的任何口頭或書面評論，或 (b) 期望產品或 MCE 服務之演示、beta 評估或路線演示中提及的任何其他特徵或功能，可能會包含在未來更新或發表的產品或 MCE 服務中，或 (c) 目前無法取得之任何軟體的演示。您進一步確認，MCE 服務或產品之任何其他特性或功能的開發、發布和時間，將由我們全權決定。若是您將我們的產品或服務，部署為外聯網應用程式的一部分，則表示您同意顯示出「由 MicroStrategy 支援」或我們指定之其他類似的商標。若是您透過訂單購買 MicroStrategy 世界通行證時，該通行證不可要求退款，且僅對執行訂單後發生的下一次 MicroStrategy 世界活動有效，若未兌換 MicroStrategy 世界活動，則不再具有剩餘價值，且不得用於參加任何其他 MicroStrategy 活動。本合約及受本合約規範之任何訂單已構成您與我們之間的完整合意，並取代以往或同時之所有的書面或口頭協商、討論、協議或聲明。雙方承認及同意，本合約與雙方透過電子簽名簽署的所有其他契約，均為有效簽訂之契約，並放棄因為一方或雙方以電子簽名，而針對該契約之有效性或可執行性提出質疑的任何權力。

“Powered by MicroStrategy” or certain other similar trademarks designated by us. If you purchase a MicroStrategy World pass via an order, that pass is non-refundable and is only valid for the next MicroStrategy World event occurring following the execution of the order; has no residual value if not redeemed for that MicroStrategy World event; and may not be used to attend any other MicroStrategy event. This Agreement and any orders governed by this Agreement comprise the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral. The parties acknowledge and agree that this Agreement and all other contracts between them signed by electronic signatures shall be validly executed contracts and waive any rights to contest the validity or enforceability of such contract due to electronic signatures by one or both parties.

## II. ENTERPRISE PLATFORM LICENSE TERMS [企業平台授權條款]

The terms of this Section II (“Enterprise Platform License Terms”) apply exclusively to the licensing and provision of the “Enterprise Platform” version of our Products. Products licensed under these Enterprise Platform License Terms will be designated for use in an “Enterprise Platform for Windows” or “Enterprise Platform for Linux” operating environment on an order.

[第 II 節（「企業平台授權條款」）之條款，僅適用於授權及提供我們產品的「企業平台」版本。依據這些企業平台授權條款取得授權之產品，將指定使用於訂單上的「Windows 企業平台」或「Linux 企業平台」作業環境。]

<p><b>1. License Grant.</b> We grant you and your affiliates a non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) install our Products identified in an order on servers and workstations in the country to which the Products are delivered; and (b) grant Named Users located anywhere in the world access to the Products (including the Documentation and reports, dashboards, dossiers and other output generated by the Products) in support of your internal business operations, each in accordance with the Documentation and license type(s) and terms specified on an order. We will supply each Product to you by making it available electronically. You may make additional copies of the download files containing the Products for archival purposes.</p>	<p><b>1. 授權。</b>我們授予您和您的關係企業一項非獨家、不得轉讓之授權，以便能依據本合約之條款與條件以及相關法律，(a)將訂單上指定之產品，安裝於產品交付國的伺服器和工作站上，以及(b)授權世界任何地點之指定使用者存取產品（包括說明文件和報告、儀表板、檔案及產品生成的其他輸出），以支持您的內部業務經營，以上各項皆應符合說明文件和訂單上指定的授權種類及條款。我們將透過電子方式提供各種產品。您可以針對存檔目的，製作包含產品之下載檔案的額外複本。</p>
<p><b>2. License Type.</b> Your license to a Product will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.</p>	<p><b>2. 授權種類。</b>您的產品授權可依據訂單指示，採用指定使用者或 CPU 授權。各指定使用者產品授權，得授予一位指定使用者，在一個生產環境及最多兩個非生產環境中存取和使用該產品的權利。各 CPU 產品授權，得授予您將產品分配至一個生產環境及最多兩個非生產環境中的單一 CPU 中之權利，以支持不特定數量的指定用戶。</p>
<p><b>3. License Duration.</b> The duration of your license to a Product will be for a perpetual or limited term, as specified on an order. Subject to the terms of this Agreement and the applicable order, (a) if a “Perpetual” interval is specified for a Product, you will receive a license to that Product in perpetuity; and (b) if a “License Term” is specified on an order, you will receive a license to the Products listed on that order for the period specified on the order, commencing on the date of delivery of those Products.</p>	<p><b>3. 授權期間。</b>您的產品授權可依據訂單指示，採用永久或定期授權。根據本合約及相關訂單之條款，(a)若針對產品指定「永久」期間，則您將可永久收到該產品的授權，以及(b)若訂單上注明了“許可期限”，您將收到訂單所列之產品許可，許可期限為以產品交付日期為起始日期的訂單上指定期限。</p>
<p><b>4. Deployment Method.</b> You may only install the Products on servers and workstations under your control in your enterprise data center or under the control of your third-party service provider who hosts the Products on your behalf in a public cloud, and will deploy the Products only in the operating environment specified on the order. If the “Enterprise Platform for Windows” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Microsoft Windows environment, except for any Products which technically require deployment in a different operating</p>	<p><b>4. 部署方法。</b>您僅能將產品安裝於企業數據中心內，受您控制或受代表您在公共雲端託管產品之第三方服務提供者控制的伺服器和工作站，且僅能將產品部署於訂單上指定的作業環境。若訂單指定「Enterprise Platform for Windows」作業環境，您僅可以在 Microsoft Windows 環境中部署訂單上所列之產品，因技術要求必須被部署在其他操作環境中的產品除外。若訂單指定「Enterprise Platform for Linux」作業環境，則您僅可以在 Linux</p>

<p>environment. If the “Enterprise Platform for Linux” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Linux environment, except for any Products which technically require deployment in a different operating environment.</p>	<p>環境中部署訂單上所列之產品，因技術要求必須被部署在其他操作環境中的產品除外。</p>
<p><b>5. Renewal of Enterprise Platform Term Licenses.</b> Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, (a) upon expiration of the license term specified on the order, you have the option to renew such term Product licenses for subsequent license terms of equal duration, each at a renewal term license fee equal to the term license fee for the prior, expiring license term (which will not account for any transaction incentives included on a prior order) increased by the greater of CPI and five percent (5%), and (b) you agree to renew such term Product licenses unless you provide written notice to us at least ninety (90) days before expiration of the then-current license term that you desire not to renew. For each such renewal, we grant you a license to the applicable Products for the duration of the license term effected by the renewal, governed by the same terms and conditions that governed your initial term license purchase.</p>	<p><b>5. 企業平臺期限許可證的續訂。</b>除非訂單上另有說明，否則對於您從我們這裡購買的所有有限期限產品許可，(a) 訂單上注明的許可期限到期時，您可以選擇續訂以同等時間長度為期限的該期限產品許可，每個續訂期限許可費用等於上一到期期限許可的費用（先前訂單中給予的任何交易折扣不計入其中）加上居民消費價格指數（CPI）和百分之五（5%）中的較高者，並且（b）您同意持續續訂該期限產品許可，除非您在當前許可期限屆滿前至少九十（90）日書面通知我們您不會續訂該期限許可。對於每次此類續訂，我們會向您授予適用的具有有效許可期限的產品許可，並受與最初購買期限許可相同的條款和條件約束。</p>
<p><b>6. Additional Limited Warranties and Remedies.</b> We warrant that (a) for a period of six (6) months from the effective date of an order (“Enterprise Platform Warranty Period”), each Product listed on the order and Updates delivered for the Product during the Enterprise Platform Warranty Period will perform in substantial conformance with the technical specifications set forth in the Documentation; and (b) prior to release, we scan each version of the Products using a nationally recognized virus scanning program and we will remove any virus detected by such virus scanning program prior to releasing such version of the Products. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (1) the correction of the Product errors that caused the breach of the warranty; or (2) replacement of the Product; or (3) if neither of the foregoing can be reasonably effected by us, the refund of the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated.</p>	<p><b>6. 額外有限保證與補償。</b>我們保證，(a)自訂單生效日起六(6)個月內（「企業平台保證期」），訂單列載之各項產品以及於企業平台保證期內為產品提供之更新的表現，基本將符合說明文件中規定的技術規格，(b)在發布之前，我們將利用國家認可的病毒掃描程式，掃描各版本的產品，且我們將在發布該版本產品之前，移除此類病毒掃描程式檢測到的任何病毒。若違反上述(a)款保證時，您的全部補償以及我們的全部責任，將為(1)修正導致違反保證的產品錯誤，或(2)更換產品，或(3)若上述任一項不能由我們合理執行時，退還授權費，以及為產品支付之任何未使用的預付技術支援服務費，除產品授權應立即終止外。</p>

### III. CLOUD PLATFORM LICENSE TERMS [雲端平台授權條款]

The terms of this Section III (“Cloud Platform License Terms”) apply exclusively to the licensing and provision of the “Cloud Platform” version of our Products, an optimized version of the MicroStrategy software platform built specifically for deployment in an Amazon Web Services or Microsoft Azure environment through the MicroStrategy cloud provisioning console. Products licensed under these Cloud Platform License Terms will be designated for use in a “Cloud Platform for AWS” or “Cloud Platform for Azure” operating environment on an order.

[第 III 節（「雲端平台授權條款」）的條款，僅適用於授權及提供我們產品的「雲端平台」版本，此為透過 MicroStrategy 雲端配置控制台，特別針對亞馬遜網路服務或微軟 Azure 環境而建立的優化版 MicroStrategy 軟體平台。依據這些雲端平台授權條款取得授權之產品，將指定使用於訂單上的「AWS 雲端平台」或「Azure 雲端平台」作業環境中。]

<p><b>1. License Grant.</b> We grant you and your affiliates a non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) install our Products identified in an order on servers and workstations in the country to which the Products are delivered; and (b) grant Named Users located anywhere in the world access to the Products (including the Documentation and reports, dashboards, dossiers and other output generated by the Products) in support of your internal business operations, each in accordance with the Documentation and license type(s) and terms specified on an order. We will supply each Product to you by making it available electronically. You may make additional</p>	<p>1. <b>授權。</b>我們授予您和您的關係企業一項非獨家、不得轉讓之授權，以便能依據本合約之條款與條件以及相關法律，(a)將訂單上指定之產品，安裝於產品交付國的伺服器和工作站上，以及(b)授權世界任何地點之指定使用者存取產品（包括說明文件和報告、儀表板、檔案及產品生成的其他輸出），以支持您的內部業務經營，以上各項皆應符合說明文件和訂單上指定的授權種類及條款。我們將透過電子方式提供各種產品。您可以針對存檔目的，製作包含產品之下載檔案的額外複本。</p>
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<p>copies of the download files containing the Products for archival purposes.</p>	
<p><b>2. License Type.</b> Your license to a Product will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.</p>	<p>2. <b>授權種類。</b>您的產品授權可依據訂單指示，採用指定使用者或 CPU 授權。各指定使用者產品授權，得授予一位指定使用者，在一個生產環境及最多兩個非生產環境中存取和使用該產品的權利。各 CPU 產品授權，得授予您將產品分配至一個生產環境及最多兩個非生產環境中的單一 CPU 中之權利，以支持不特定數量的指定用戶。</p>
<p><b>3. License Duration.</b> The duration of your license to a Product will be for a perpetual or limited term, as specified on an order. Subject to the terms of this Agreement and the applicable order, (a) if a “Perpetual” interval is specified for a Product, you will receive a license to that Product in perpetuity; and (b) if a “License Term” is specified on an order, you will receive a license to the Products listed on that order for the period specified on the order, commencing on the date of delivery of those Products.</p>	<p>3. <b>授權期間。</b>您的產品授權可依據訂單指示，採用永久或定期授權。根據本合約及相關訂單之條款，(a)若針對產品指定「永久」期間，則您將可永久收到該產品的授權，以及(b)若訂單上注明了“許可期限”，您將收到訂單所列之產品許可，許可期限為以產品交付日期為起始日期的訂單上指定期限。</p>
<p><b>4. Deployment Method.</b> You may only install the Products on servers and workstations under the control of your third-party service provider who hosts the Products on your behalf in a public cloud, and will deploy the Products only in the operating environment specified on the order. If the “Cloud Platform for AWS” operating environment is specified on the order, you may deploy the Products listed on the order solely in an Amazon Web Services environment, except for any Products which technically require deployment in a different operating environment. If the “Cloud Platform for Azure” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Microsoft Azure environment, except for any Products which technically require deployment in a different operating environment.</p>	<p>4. <b>部署方法。</b>您僅能將產品安裝於代表您在公共雲端託管產品之第三方服務提供者控制的伺服器和工作站上，且僅能將產品部署在訂單上指定之作業環境中。若訂單指定「Cloud Platform for AWS」作業環境時，您僅可以在 Amazon Web Services 環境中部署訂單上所列之產品，因技術要求必須被部署在其他操作環境中的產品除外。若訂單指定「Cloud Platform for Azure」作業環境，則您僅可以在 Microsoft Azure 環境中部署訂單上所列之產品，因技術要求必須被部署在其他操作環境中的產品除外。</p>
<p><b>5. Renewal of Cloud Platform Term Licenses.</b> Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, (a) upon expiration of the license term specified on the order, you have the option to renew such term Product licenses for subsequent license terms of equal duration, each at a renewal term license fee equal to the term license fee for the prior, expiring license term (which will not account for any transaction incentives included on a prior order) increased by the greater of CPI and five percent (5%), and (b) you agree to renew such term Product licenses unless you provide written notice to us at least ninety (90) days before expiration of the then-current license term that you desire not to renew. For each such renewal, we grant you a license to the applicable Products for the duration of the license term effected by the renewal, governed by the same terms and conditions that governed your initial term license purchase.</p>	<p>5. <b>雲端平臺期限許可證的續訂。</b>除非訂單上另有說明，否則對於您從我們這裡購買的所有有限期限產品許可，(a) 訂單上注明的許可期限到期時，您可以選擇續訂以同等時間長度為期限的該期限產品許可，每個續訂期限許可費用等於上一到期期限許可的費用（先前訂單中給予的任何交易折扣不計入其中）加上居民消費價格指數（CPI）和百分之五（5%）中的較高者，並且(b) 您同意持續續訂該期限產品許可，除非您在當前許可期限屆滿前至少九十（90）日書面通知我們您不會續訂該期限許可。對於每次此類續訂，我們會向您授予適用的具有有效許可期限的產品許可，並受與最初購買期限許可相同的條款和條件約束。</p>
<p><b>6. Additional Limited Warranties and Remedies.</b> We warrant that (a) for a period of six (6) months from the effective date of an order (“Cloud Platform Warranty Period”), each Product listed on the order and Updates delivered for the Product during the Cloud Platform Warranty Period will perform in substantial conformance with the technical specifications set forth in the Documentation; and (b) prior to release, we scan each version of the Products using a nationally recognized virus scanning program and we will remove any virus detected by such virus scanning program prior to releasing such version of the Products. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (1) the correction of the Product errors that caused the breach of the warranty; or (2) replacement of the Product; or (3) if neither of the foregoing can be reasonably effected by us, the refund of the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated.</p>	<p>6. <b>額外有限保證與補償。</b>我們保證，(a)自訂單生效日起六(6)個月內（「雲端平台保證期」），訂單列載之各項產品以及於雲端平台保證期間內為產品提供之更新的表現，基本將符合說明文件中規定的技術規格，(b)在發布之前，我們將利用國家認可的病毒掃描程式，掃描各版本的產品，且我們將在發布該版本產品之前，移除此類病毒掃描程式檢測到的任何病毒。若違反上述(a)款保證時，您的全部補償以及我們的全部責任，將為(1)修正導致違反保證的產品錯誤，或(2)更換產品，或(3)若上述任一項不能由我們合理執行時，退還授權費，以及為產品支付之任何未使用的預付技術支援服務費，除產品授權應立即終止外。</p>

## IV. MICROSTRATEGY CLOUD ENVIRONMENT SERVICE TERMS [MicroStrategy雲端環境服務條款]

The terms of this Section IV (“MicroStrategy Cloud Environment Service Terms”) apply exclusively to the provision of the MCE Service. To the extent there is any conflict between these MicroStrategy Cloud Environment Service Terms and the Cloud Platform License Terms, these MicroStrategy Cloud Environment Service Terms will prevail.

[第 IV 節（「MicroStrategy 雲端環境服務條款」）之條款，僅適用於提供 MCE 服務。若 MicroStrategy 雲端環境服務條款與雲端平台授權條款之間發生任何矛盾時，應依據 MicroStrategy 雲端環境服務條款處理。]

<p><b>1. Access Grant.</b> During the term of your access to the MCE Service as set forth on an order (“<u>MCE Service Term</u>”), we grant you and your affiliates a non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and in accordance with applicable law, to grant Named Users located anywhere in the world access to our MCE Service (including the Documentation and reports, dashboards, dossiers and other output generated by the MCE Service) solely in support of your internal business operations, in a manner consistent with the Documentation and license type(s) and terms specified on an order. We will provide you access to your MCE Service environment by sending you an IP address or URL. During the MCE Service Term, you may only access and use the “Cloud Platform” version of our Products as part of the MCE Service provided by us pursuant to these MicroStrategy Cloud Environment Service Terms.</p>	<p><b>1. 存取權。</b> 在您依據訂單規定有權存取 MCE 服務之期間（「<u>MCE 服務期</u>」），我們授予您和您的關係企業一項非獨家、不可轉讓的授權，以便能依據本合約之條款與條件以及相關法律，授權世界任何地點之指定使用者存取我們的 MCE 服務（包括說明文件和報告、儀表板、檔案及 MCE 服務生成的其他輸出），以支持您的內部業務經營，以上各項皆應符合說明文件和訂單上指定的授權種類及條款。我們將透過寄送 IP 位址或 URL 給您之方式，為您提供 MCE 服務環境的存取權。在 MCE 服務期內，您僅能存取和使用我們產品的「雲端平台」版本，做為我們根據 MicroStrategy 雲端環境服務條款提供之 MCE 服務的一部分。</p>
<p><b>2. License Type.</b> Your use of our Products as part of the MCE Service will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product as part of the MCE Service entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product as part of the MCE Service entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.</p>	<p><b>2. 授權種類。</b> 您使用我們在 MCE 服務中的產品時，可依據訂單指示，採用指定使用者或 CPU 授權。MCE 服務中各指定使用者產品授權，得授予一位指定使用者，在一個生產環境及最多兩個非生產環境中存取和使用該產品的權利。MCE 服務中之各 CPU 產品授權，得授予您將產品分配至一個生產環境及最多兩個非生產環境中的單一 CPU 中之權利，以支持不特定數量的指定用戶。</p>
<p><b>3. MCE Service Duration.</b> Subject to the terms of this Agreement and the applicable order, each MCE Service Term will be for the period specified on the order, commencing on the effective date of the order. During the MCE Service Term, the MCE Service is non-cancelable and non-refundable.</p>	<p><b>3. MCE 服務期間。</b> 根據本合約及相關訂單之條款，每個 MCE 服務期限均為以產品交付日期為起始日期的訂單上指定期限。在 MCE 服務期內，MCE 服務不得取消及要求退費。</p>
<p><b>4. Deployment Method.</b> We will manage and operate the MCE Service on your behalf in an Amazon Web Services or Microsoft Azure public cloud. If the “Cloud Platform for AWS” operating environment is specified on the order, we will provide the MCE Service solely in an Amazon Web Services environment that we procure on your behalf. If the “Cloud Platform for Azure” operating environment is specified on the order, we will provide the MCE Service solely in a Microsoft Azure environment that we procure on your behalf.</p>	<p><b>4. 部署方法。</b> 我們將代表您在亞馬遜網路服務或微軟 Azure 公共雲中，管理和運營 MCE 服務。若訂單中指定「AWS 雲端平台」作業環境時，我們僅得於代表您採購的亞馬遜網路服務環境中提供 MCE 服務。若訂單中指定「Azure 雲端平台」作業環境時，我們僅得於代表您採購的 微軟 Azure 環境中提供 MCE 服務。</p>
<p><b>5. Support.</b> During the MCE Service Term, we will provide Standard Technical Support Services and Cloud Support to you. Standard Technical Support Services will be provided according our then-current technical support policy and procedure listed at microstrategy.com. Under “Cloud Support,” our Cloud Support engineers will provide ongoing support to help you maximize the performance and agility – and minimize the cost – of your MicroStrategy Cloud Platform deployment, as further described in the MCE Service Guide.</p>	<p><b>5. 支持。</b> 在 MCE 服務期內，我們將為您提供標準技術支援服務和雲支援。標準技術支援服務將根據 microstrategy.com 上列出的當時屆時有效的技術支援政策和程式來提供。我們的雲支援工程師將為“雲支援”產品提供持續的支援，以幫助您最大限度地提高您的 MicroStrategy Cloud Platform 部署的性能和靈活性，並最大限度地降低您的 MicroStrategy Cloud Platform 部署的成本，MCE 服務指南對此有更詳細描述。</p>
<p><b>6. Additional PaaS Components.</b> Each order will contain a list of the Products and Additional PaaS Components included with the</p>	<p><b>6. 額外 PaaS 組件。</b> 各訂單將包含 MCE 服務附帶之產品及額外 PaaS 組件的明細表。除非訂單上另有規定，您應提前支付所</p>

MCE Service. Except as otherwise set forth on an order, all Additional PaaS Components are payable by you in advance and we will invoice you following the execution of an order. The following components comprise the Additional PaaS Components:

- a. **Cloud Architecture: Standard Offering.** Our Standard “Cloud Architecture” offering consists of a base infrastructure package (designated on an order as “Cloud Architecture-AWS” or “Cloud Architecture-Azure”) with the option to purchase incremental, additional nodes as needed. The following cloud infrastructure service offerings are included in the base infrastructure package for the Standard offering: (i) **one (1) production node with up to 512 GB RAM;** (ii) **one (1) non-production development node with up to 64 GB RAM;** and (iii) **one (1) non-production utility node with up to 32 GB RAM.** You may also purchase additional Cloud Architecture nodes to add to this base infrastructure package for your MicroStrategy Cloud Environment through the execution of a new order. **Each additional production node and each additional non-production node will include up to 512 GB RAM,** as further described in the MCE Service Guide.
- b. **Cloud Architecture: Small Offering.** Our Small “Cloud Architecture” offering consists of a base infrastructure package only (designated on an order as “Cloud Architecture-AWS-Small” or “Cloud Architecture-Azure-Small”). The following cloud infrastructure service offerings are included in the base infrastructure package for the Small Offering: (i) **one (1) production node with up to 128 GB RAM;** and (ii) **one (1) non-production utility node with up to 16 GB RAM.**

We will procure the offerings described in this section on your behalf from Amazon Web Services (if you purchase the “Cloud Architecture-AWS” or “Cloud Architecture-AWS-Small” offerings) or Microsoft Azure (if you purchase the “Cloud Architecture-Azure” or “Cloud Architecture-Azure-Small” offerings) to host the MicroStrategy Cloud Platform in a MicroStrategy Cloud Environment, as further described in the MCE Service Guide. These infrastructure service offerings will be operated out of a data center location or region that you and we mutually determine. We will invoice you periodically for any additional fees that we incur from Amazon Web Services or Microsoft Azure, as applicable, arising from your use of the MCE Service plus five percent (5%). As part of our “Cloud Architecture” offerings, we will also provide you cloud environment support for your purchased nodes, as described in this section, which includes support of your MicroStrategy Cloud Platform (in both production and non-production environments) managed by MicroStrategy experts in the MicroStrategy Cloud Environment. Such support also includes MicroStrategy and Amazon Web Services or Microsoft Azure experts, as applicable, and the provision of 24x7 monitoring, daily backups, updates and quarterly system reviews, as further described in the MCE Service Guide.

**7. Renewal of MCE Service.** Except as otherwise specified on an order, (a) upon expiration of the MCE Service Term specified on the order, you have the option to renew your right to access the MCE Service (for Products and Additional PaaS Components of the same types and quantities) for subsequent MCE Service Terms of equal duration, each at a renewal MCE Service fee equal to (i) the MCE Service fees attributable to the Products for the prior, expiring MCE Service Term (which will not account for any transaction incentives included on a prior order), increased by the greater of CPI and five percent (5%), plus (ii) the MCE Service fees attributable to the Cloud Architecture offerings on your initial order; and (b) you agree to renew

有額外 PaaS 組件，而我們將在執行訂單後開立發票給您。以下組件包含額外 PaaS 組件：

- a. **雲架構：標準產品。**我們的標準“Cloud Architecture”產品包括一個基本基礎設施包（在訂單上列為“Cloud Architecture-AWS”或“Cloud Architecture-Azure”），並且可以根據需要選擇購買增量額外的節點。以下雲基礎設施服務產品被包含在標準產品的基本基礎設施包中：(i) 一(1)個生產節點，最大記憶體容量為 512 GB；(ii) 一(1)個非生產開發節點，最大記憶體容量為 64 GB；以及(iii) 一(1)個非生產實用程式節點，最大記憶體容量為 32 GB。您還可以通過新訂單的簽訂購買額外的 Cloud Architecture 節點，以添加到您的 MicroStrategy Cloud Environment 的基本基礎設施包當中。每個額外的生產節點和每個額外的非生產節點將包含最大 512 GB 的記憶體容量，MCE Service Guide 中有詳述。
- b. **雲架構：小型產品。**我們的小型“Cloud Architecture”產品僅包含一個基本基礎設施包（在訂單上列為“Cloud Architecture-AWS-Small”或“Cloud Architecture-Azure-Small”）。小型產品的基本基礎設施包中包含以下雲基礎設施服務產品：(i) 一(1)個生產節點，最大記憶體容量為 128 GB；(ii) 一(1)個非生產實用程式節點，最大記憶體容量為 16 GB；

我們將代表您從 Amazon Web Services（如果您購買了“Cloud Architecture-AWS”或“Cloud Architecture-AWS-Small”產品）或 Microsoft Azure（如果您購買了“Cloud Architecture-Azure”或“Cloud Architecture-Azure-Small”產品）來採購本條款所述之產品，以將 MicroStrategy Cloud Platform 託管在 MicroStrategy Cloud Environment 中，MCE Service Guide 對此有更詳細描述。該等基礎設施服務產品將在我們雙方共同決定的資料中心位置或地區運行。我們將定期向您開具發票，收取您使用 MCE 服務導致我們需要向 Amazon Web Services 或 Microsoft Azure（視情況而定）支付的額外費用，並在此基礎上另加百分之五（5%）的費用。作為我們“雲架構”產品的一部分，我們還將為您購買的節點按本條款中所述提供雲環境支援，其中包括對 MicroStrategy Cloud Platform 的支援（在生產和非生產環境中），這些支持由 MicroStrategy 專家在 MicroStrategy Cloud Environment 中進行管理。此類支持還包括 MicroStrategy 和 Amazon Web Services 或 Microsoft Azure 專家（如適用），以及 24x7 的監控，每日備份，更新和季度系統審核的提供，如 MCE Service Guide 中所述。

**7. MCE 服務的續訂。**除非訂單上另有說明，否則 (a) 訂單上注明的 MCE 服務期限到期後，您可以選擇以同等時間長度為期限為後續 MCE 服務續訂訪問 MCE 服務的權利（同樣類型和數量的產品和其他 PaaS 元件），每個續訂的 MCE 服務費用等於 (i) 當前到期產品的 MCE 服務的費用（但先前訂單中包含的任何交易折扣不計入其中），並在此基礎上增長居民消費價格指數 (CPI) 和百分之五 (5%) 中的較高者後的費用，再加上 (ii) 初始訂單中可歸因於 Cloud Architecture 產品的 MCE 服務費用；(b) 您同意持續續訂訪問 MCE 服務的權利，除非您在當前 MCE 服務期限屆滿前至少九十 (90) 日書面通知我們您不

<p>your right to access the MCE Service unless you provide written notice to us at least ninety (90) days before expiration of the then-current MCE Service Term that you desire not to renew. For each such renewal, we grant you a right to access the MCE Service for the duration of the MCE Service Term effected by the renewal, governed by the same terms and conditions that governed your initial MCE Service purchase.</p>	<p>會續訂 MCE 服務費用。對於每次此類續約，我們均授予您在續約有效的 MCE 服務期限內訪問 MCE 服務的權利，並受與您最初購買 MCE 服務時相同的條款和條件約束。</p>
<p><b>8. Perpetual Cloud Platform Licenses.</b> In the event the MCE Service incorporates the “Cloud Platform” version of our Products licensed by you on a perpetual license basis, then (i) following the expiration of the MCE Service Term, you will maintain a license to the Products, governed by the Cloud Platform License Terms; and (ii) notwithstanding anything to the contrary in this Agreement, you will pay annual standard Technical Support Services fees during the MCE Service Term according to the “Technical Support” section of this Agreement.</p>	<p><b>8. 永久雲端平台授權。</b>若 MCE 服務，包括您以永久授權基礎授權的「雲端平台」版本產品，則(i)在 MCE 服務期間結束後，您應根據雲端平台授權條款維持該產品的授權；且(ii)即使本協議有任何相反規定，您仍將根據本協定的“技術支援”條款規定在 MCE 服務期內支付年度標準技術支援服務費用。</p>
<p><b>9. Suspension of Access and Removal of Customer Content.</b> We reserve the right to suspend your access to the MCE Service if you or any of your Named Users breach a material provision of this Agreement, and to remove any improper Customer Content that is uploaded or transferred to the MCE Service in violation of this Agreement.</p>	<p><b>9. 暫停存取權與移除客戶內容。</b>若是您或您的任何指定使用者違反本合約之重要條款時，我們有權暫停您的 MCE 服務存取權，並得移除上傳或傳送至 MCE 服務，違反本合約的任何不當客戶內容。</p>
<p><b>10. MCE Service Obligations and Restrictions.</b> You will promptly notify us of any unauthorized use of any password or account or any other known or suspected breach of security of the MCE Service. If you become aware of any violation of your obligations by a Named User, you will immediately terminate such Named User’s access to the MCE Service and Customer Content. We and our affiliates are not responsible for unauthorized access to your Named User accounts, except to the extent caused by our breach of this Agreement. Except for our responsibilities as expressly set forth in an order, you are responsible for the development, content, operation, maintenance, and use of Customer Content and compliance with the MCE Service Guide and all MCE Service policies that we make available to you from time to time. If one of our Third-Party Solution infrastructure providers materially diminishes any Third-Party Solution included with the MCE Service or terminates its agreement with us, we will replace that Third-Party Solution with a materially equivalent solution.</p>	<p><b>10. MCE 服務義務與限制。</b>若發生任何未經授權使用任何密碼或帳戶，或任何其他已知或疑似違反 MCE 服務安全規定的情形時，您應該立即通知我們。若是您得知任何指定使用者違反您的任何義務時，應立即終止該指定使用的 MCE 服務和客戶內容存取權。除因我們違反本合約造成者外，我們及我們的關係企業對於未經授權存取您的指定使用者帳戶，概不負責。除我們明列於訂單上的責任外，您應負責開發客戶內容、具體內容、經營、維護和使用，並應遵守我們不定期提供給您的 MCE 服務指南，以及所有 MCE 服務政策。若我們的第三方解決方案基礎設施提供者，重大減少 MCE 服務中的任何第三方解決方案，或終止其與我們的合約時，我們將以實質類似的解決方案取代該第三方解決方案。</p>
<p><b>11. Additional Limited Warranties and Remedies.</b> We warrant that (a) the MCE Service will perform in substantial conformance with the technical specifications set forth in the Documentation during an MCE Service Term; and (b) the functionality of the MCE Service will not decrease during an MCE Service Term; and (c) our employees and contractors will perform any Services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of the warranties set forth in subsections (a) or (b) above, your exclusive remedy, and our entire liability, will be (1) the correction of the MCE Service errors that caused the breach of the warranty; or (2) if such correction cannot be reasonably effected by us, the termination of all orders governed by these MicroStrategy Cloud Environment Terms and the refund of any unused, prepaid fees paid for the Additional PaaS Components. For any breach of the warranty set forth in subsection (c) above, your exclusive remedy and our entire liability will be re-performance of the Services at no cost to you.</p>	<p><b>11. 額外有限保證與補償。</b>我們保證，(a)在 MCE 服務期間，MCE 服務的表現將實質符合說明文件中詳列的技術規格，以及(b)在 MCE 服務期間不會降低 MCE 服務的功能，以及(c)我們的員工和承包商將會依據公認的產業準則及實務，執行訂單列載的任何服務。違反上述(a)或(b)款之任何保證時，您的唯一補償以及我們的全部責任，將為(1)更正造成違反保證之 MCE 服務的錯誤，或(2)如果我們無法合理更正，則終止受 MicroStrategy 雲端環境條款規範的所有訂單，並退還針對該額外 PaaS 組件預付，但是未使用的任何費用。違反上述(c)款之任何保證時，您的唯一補償以及我們的全部責任，將為免費重新執行該服務。</p>
<p><b>12. Return of Customer Content Following Termination.</b> Upon termination of all orders governed by these MicroStrategy Cloud Environment Terms, we will make all Customer Content available for your download in the format in which it was stored as part of the MCE Service for thirty (30) days after termination, after which time it will be deleted.</p>	<p><b>12. 在終止之後，退還客戶內容。</b>在受 MicroStrategy 雲端環境條款規範之所有訂單終止後三十(30)天內，您得以原儲存格式下載所有的客戶內容，此為 MCE 服務的一部分，之後將刪除該客戶內容。</p>

**13. Operational Notices.** Notwithstanding anything to the contrary in the Agreement, we may give notices regarding the MCE Service to you by means of a general notice posted on the log-in page of the MCE Service. Such notices will be deemed to have been given the first time you (or any of your Named Users) log in to the MCE Service after the notice has been posted. Notices under an MCE Service policy will be given in accordance with the terms of the policy.

**13. 操作通知。**儘管本合約有任何其他相反約定，我們將透過 MCE 服務登入頁張貼的公告，將 MCE 服務的任何相關資訊通知您。此類通知將於貼出後，您（或您的任何指定使用者）第一次登入 MCE 服務時，視為已送達。根據 MCE 服務政策進行之通知，將根據該政策之條款提供。

## V. SERVICES TERMS [服務條款]

The terms of this Section V (“Services Terms”) apply exclusively to the provision of our Technical Support, Education, and Consulting Services offerings.

[第 V 節（「服務條款」）之條款，僅適用於提供我們的技術支援、教育及諮詢服務。]

**1. Pricing Models.** Each type of Service purchased under these Services Terms will be provided under one of the following pricing models.

- a. **Annual Subscription.** Services sold under an “Annual Subscription” pricing model will be designated on an order by an “Annual” interval at a fixed annual fee. We will provide these Services to you for a period of twelve (12) months beginning on the effective date of the order, except as otherwise set forth below. Annual Subscription Services are payable by you in advance following the execution of an order and are renewable thereafter as described further below.
- b. **Hourly.** Services sold under an “Hourly” pricing model will be designated on an order by a “Project” interval at an hourly rate for an estimated number of hours. We will deliver these Services at your request on a time and materials basis during the twelve (12) month period beginning on the effective date of the order; the number of hours that we actually deliver may vary from the estimated number of hours listed on the order. For clarity, these types of Services are not provided on a fixed-fee basis and we do not guarantee completion of deliverables within a specific number of hours. If the parties anticipate that the hours to be delivered will exceed the estimated hours set forth on the order, we will request your approval to exceed the estimate and will not deliver those excess hours until we receive your approval; such approval may be provided by email or in an executed change order. We will invoice you periodically for hours delivered and expenses we incur while providing the Services.
- c. **Prepaid Hourly.** Services sold under a “Prepaid Hourly” pricing model will be designated on an order by an “Annual” interval at an hourly rate for a set number of hours. Prepaid Hourly Services are payable by you in advance and we will invoice you for the total number of stated hours following the execution of an order. We will deliver these Services at your request on a time and materials basis up to the number of hours stated on the order; hours not requested during the twelve (12) month period beginning on the effective date of the order will expire. We will invoice you for Services delivered in excess of the stated hours at the Prepaid Hourly rates listed on the order; we will also invoice you periodically for expenses we incur while providing the Services.

1. **定價模型。**依據本服務條款購買之各類服務，將根據下列定價模型提供。

- a. **年度訂購。**以「年度訂購」定價模型銷售之服務，將依據「年度」期間，以固定年度費用在訂單上指定。除以下不同規定外，我們將在該訂單生效日起十二(12)個月內提供該等服務。您應於簽訂訂單後，提前支付年度訂購服務之款項，之後可依據以下規定展延。
- b. **每小時。**以「每小時」定價模型銷售的服務，將依據「專案」期間，以估計時數每小時費率在訂單上指定。我們將在訂單生效之日起十二(12)個月內，依據您的要求，以時間和資料基礎提供該等服務，我們實際交付的時數可能會與訂單中列出的估計時數不同。為了清楚起見，這些類型的服務無固定費用，且我們不保證能在特定時數內完成應交付事項。若雙方預期交付時數，將會超過訂單上的預估時數時，我們將會要求您核准超過該預估時數，且在收到您的核准之前，將不會提供超出的時數，此類核准可透過電子郵件或簽署完成之變更訂單提供。我們會針對交付之時數以及我們提供服務時發生之費用，定期開立發票給您。
- c. **預付每小時。**以「預付每小時」定價模型銷售的服務，將依據「年度」期間，以固定時數每小時費率在訂單上指定。預付每小時服務，將由您提前支付費用，我們將在簽署訂單之後，針對約定時數開立發票給您。我們將會依據您要求，以時間和資料為基礎提供該等服務，最長可達訂單中規定的時數，且於訂單生效日起十二(12)個月內未要求的時數，將會到期。我們將依據訂單之預付每小時費率，針對超過約定時數的服務開立發票給您，我們同時會針對提供服務時產生的費用，定期開立發票給您。



## 2. Technical Support.

- a. Levels of Technical Support Offerings. We offer four (4) levels of Technical Support Services – Standard Support, Extended Support, Premier Support and Elite Support – each of which is provided by us in accordance with and described in the Technical Support Policy. We will provide you the level of Technical Support Services specified on an order. Each of these support offerings is provided on an Annual Subscription basis.
- b. Support Liaisons. You may designate a set number of Support Liaisons (as defined in our Technical Support Policy) for each of your DSIs based on the level of Technical Support Services you purchase. You may also purchase additional Support Liaisons on an Annual Subscription basis.
- c. Enterprise Support. As part of your Technical Support Services subscription, you may be eligible to receive certain “Enterprise Support” services as specifically described in the Technical Support Policy. You may also purchase Enterprise Support via an order on a Prepaid Hourly basis.
- d. Additional Technical Support Terms. Each order for perpetual Product licenses will state the fee for Standard Technical Support Services for a period of twelve (12) months commencing on the date of delivery of those Products; this fee will be priced as a percentage of the license fees on the order. Except as otherwise specified on an order, (a) upon expiration of the initial annual subscription term, you have the option to renew Standard Technical Support Services on those Product licenses for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the greater of CPI and five percent (5%); and (b) you agree to renew Standard Technical Support Services unless you provide written notice to us at least ninety (90) days before expiration of the then current subscription term that you desire to have your Technical Support Services lapse on all of your Product licenses. Standard Technical Support Services for term licenses is included as part of the term license fee. For each Product license, we will deliver to you, at your request, an Update at no charge as part of a Technical Support Services subscription. Updates will not include new products that we market separately. We warrant that we will not materially decrease the level of Technical Support Services provided during an active subscription to such Technical Support Services.

If you purchase perpetual Product licenses and related first-year Standard Technical Support Services through a Reseller and the Reseller does not renew Standard Technical Support Services with us on your behalf, then upon expiration of the initial annual subscription term, Standard Technical Support Services for those perpetual Product licenses (i) will automatically renew directly with us for one additional year at an annual rate equal to the first-year Standard Technical Support Services fee payable by the Reseller to us increased by the greater of CPI and five percent (5%), and (ii) will renew annually thereafter for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the greater of CPI and five percent (5%), unless you provide written notice to us at least ninety (90) days before expiration of the then current subscription term that you desire to have your Technical Support Services lapse on all of your Product licenses.

## 2. 技術支援。

- a. 技術支援產品的水準。我們提供四(4)種水準的技術支援服務—標準支援、延伸支援、高級支援和精英支援 - 我們將會根據技術支援政策中的規定提供。我們將會為您提供訂單上指定水準的技術支援服務，該等支援服務是以年度訂購基礎提供。
- b. 支援聯絡人。您可以根據購買的技術支援服務水準，為您的各項 DSI 定一定數量的支援聯絡人（如我們技術支援政策中之定義）。您同時可依據年度訂購基礎，購買額外支援聯絡人。
- c. 企業支援。做為技術支援服務訂購的一部分，您可能有資格獲得技術支援政策上指明的「企業支援」服務。您也可依據預付每小時基礎，透過訂單購買額外企業支援。
- d. 額外技術支援條款。各永久產品授權訂單，將註明產品交付日起十二(12)個月內的標準技術支援服務費用，此費用將依據訂單上之授權費的百分比定價。除訂單另有不同規定外，(a)您可在第一年度訂購期結束時，選擇展延該等產品授權上的標準技術支援服務，以取得後續的年度訂購期，各年度費用應等於前一年度訂購期費用加上 CPI 或百分之五(5%)（以較高者計算），以及(b)您同意展延標準技術支援服務，除非您在訂購期結束前至少九十(90)天書面通知我們，表明您希望所有產品授權上的技術支援服務皆失效外。該定期授權費包含定期授權的標準技術支援服務。我們將針對各產品授權，依據您的要求提供免費更新，做為技術支援服務訂購的一部分。更新不包括我們單獨銷售的新產品。我們保證，在主動訂購此類技術支援服務期間，不會大幅降低技術支援服務的水準。

如果您通過經銷商購買了永久產品許可和相關的第一年標準技術支援服務，並且經銷商沒有代表您與我們續訂標準技術支援服務，則在初始年度訂購期屆滿後，這些永久產品許可證的標準技術支援服務 (i) 將自動由您與我們直接續訂一年，年費等於經銷商支付給我們的第一年標準技術支援服務費增加居民消費價格指數和百分之五(5%)中的較高者，並且 (ii) 除非您在當前訂購期限到期前至少九十(90)日書面通知我們，表明您希望終止您所有產品許可上的技術支援服務，否則將由您在此後每年續訂後續的年度訂購期。後續每個年度訂購期的年費等於上一年度訂購期的費用增加居民消費價格指數(CPI)和百分之五(5%)中的較高者。

<p><b>3. Education.</b> We offer education and training Services on either an Annual Subscription or Hourly basis, as described below. Education offerings may be purchased via an order or an online purchase. In the case of education offerings purchased online, references to an order will be deemed to refer to the online purchase, and references to the “effective date of an order” will be deemed to mean the date of online purchase. Further, and notwithstanding anything to the contrary in this Agreement, if you purchase certain education offerings online via a credit card and choose a monthly billing option, we will charge the credit card provided to us on a monthly basis during the term of your subscription.</p> <p>a. Types of Education Offerings.</p> <p>1) <u>Education Passes.</u> Education Passes are sold on an Annual Subscription basis and provide our customers and partners with flexible access to our training materials, courses and other education offerings as described further below. Each Education Pass provides a single individual (“<u>Education Pass User</u>”) global access to instructor-led public training classes (virtual or in-person) and self-paced training courses, and includes all applicable certification exam fees. There are two types of Education Passes: an “<u>Architect Education Pass</u>,” that provides the Education Pass User with unlimited access to all live or on-demand courses and annual certifications specific to Architects and the establishment of an Intelligence Center, and access to our “Expert.Now” offering, as further described below; and an “<u>Analyst Education Pass</u>,” that provides the Education Pass User with access to all live or on-demand courses and annual certifications specific to Analysts. Except as otherwise set forth on an order, each Education Pass subscription will automatically renew for successive twelve (12) month terms at the then-current list price unless you provide written notice to us (via email to <a href="mailto:education@microstrategy.com">education@microstrategy.com</a>) at least thirty (30) days before expiration of the then-current subscription term that you do not wish to renew such subscription. No more than once during an Education Pass subscription term, you may reassign an Education Pass subscription to a new Education Pass User for the remainder of the subscription term if the current Education Pass User has not used the Education Pass to attend any public instructor-led courses or access any self-paced training courses or if the current Education Pass User has terminated employment with you.</p> <p>i) <u>Trial Architect Education Passes.</u> Each of your employees with a corporate email address may register for and receive an Architect Education Pass for a trial period of 30 days, commencing on the date of registration (“<u>Trial Period</u>”). During the Trial Period, such individual will have access to all of the benefits of an Architect Education Pass (including access to Expert.Now), except that, during the Trial Period, such individual will not be able to obtain any certification for Architects and will not have access to certification exams. Following the expiration of the Trial Period, such individual’s rights to access the benefits of an Architect Education Pass will terminate, and may only be extended through your purchase of an Architect Education Pass.</p> <p>2) <u>Education Services.</u> Education Services are sold on an Hourly basis. Under an “Education Services” engagement, we will assist you with customizing and adapting our courseware and training classes to your application</p>	<p><b>3.教育。</b> 如下所述，我們將以年度訂購或每小時基礎，提供教育及訓練服務。教育產品可透過訂單或線上購買。若在線上購買教育產品時，提及訂單，將視為提及線上購買，而提及「訂單生效日」，將視為提及線上購買日。此外，儘管本協議有任何相反規定，如果您通過信用卡線上購買某些教育產品並選擇按月結算方式，則我們將在您的訂購期內每月向您給我們提供的信用卡收費。</p> <p>a. 教育產品種類。</p> <p>1) <u>教育護照。</u> 教育護照將以年度訂購基礎銷售，為我們的客戶及合作夥伴提供靈活存取訓練教材，課程以及其他下列教育產品的權利。各教育護照可為一位自然人（「教育護照使用者」），提供由講師引導之公開訓練課程（虛擬或真人）和自訂進度訓練課程的全球存取權，並包括所有相關認證考試費。教育護照有兩種：「建築師教育護照」可為教育護照使用者提供所有現場或點播課程的無限存取權，以及針對建築師的年度認證和建立情報中心，也可以獲取如下詳述的“Expert.Now”產品；而「分析師教育護照」可為教育護照使用者提供所有現場或點播課程，以及針對分析師的年度認證。除非訂單上另有規定，否則每個“教育護照”訂購都將以當時有效的目錄價格以十二（12）個月為期限自動持續續約。若您無意續訂教育護照，您必須在當前期限屆滿前至少提前三十（30）天書面（電子郵件可發送至 <a href="mailto:education@microstrategy.com">education@microstrategy.com</a>）通知我們。若教育護照原使用者未使用該教育護照，參加任何公開講師引導課程或存取任何自訂進度訓練課程，或若教育護照原使用者已終止與您的僱用關係，則您可以將該教育護照訂購剩餘的訂購期，重新指派給新的教育護照使用者，但是，此類重新指派在每一教育護照訂購期，僅限一次。</p> <p>i) <u>試用建築師教育護照。</u> 您的每個擁有公司電子郵寄位址的員工都可以註冊並獲得一個試用建築師教育護照，自註冊之日起開始期限為 30 天（“試用期”）。在試用期內，該個人將獲得建築師教育護照的所有利益（包括參加 Expert.Now），但在試用期內，該個人將無法獲得建築師護照，也無法參加認證考試。試用期屆滿後，該個人獲得“建築師教育護照”利益的權利將終止，並且僅能通過購買“建築師教育護照”進行延長。</p> <p>2) <u>教育服務。</u> 教育服務是以每小時基礎銷售。在「教育服務」參與下，我們將會協助您根據您的應用標準、資料集、客製化和使用案例，定製及調整我們的課程教材和訓練課程。您應補償我們在提供這些教育服務時產生的所有合理費用。我們授權您使用我們在教育服務參與中開發的工作產品，以支援您的內部業務作業。</p> <p>b. <u>額外教育條款。</u></p> <p>1) <u>講師引導私人課程。</u> 針對在非 MicroStrategy 地點提供的各專人講師引導私人訓練課程，(a)若教師需要親自前往提供課程時，您應補償我們講師的合理差</p>
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standards, data sets, customizations and use cases. You will reimburse us for all reasonable expenses we incur when delivering these Education Services. We grant you a license to use the work product we develop as part of an Education Services engagement in support of your internal business operations.

b. Additional Education Terms.

- 1) **Instructor-Led Private Classes.** For each in-person instructor-led private training class delivered at a non-MicroStrategy location, (a) if the instructor is required to travel to deliver the class, you will reimburse us for the instructor's reasonable travel expenses and (b) if we are required to rent a facility to deliver the class, you will reimburse us for all reasonable facility rental fees we incur.
- 2) **Courseware for Instructor-Led Training Classes.** For each instructor-led training class (whether public or private, virtual or in-person) we deliver to you, we will make electronic versions of the course content files for the class ("Courseware") available to you, and you may reproduce and distribute one paper copy of the Courseware to each of your employees (or other individual designated by you) who attends the class. Your use of the Courseware is limited to use only by those individuals who attend the class, solely for their own training purposes.
- 3) **Intellectual Property and Subcontractors.** All education course materials (including Courseware) are copyrighted by us and are our Confidential Information. Education and training Services are provided and delivered either directly by us or through our subcontractors. Notwithstanding anything to the contrary in any written agreement between you and us, if any, you consent to our use of subcontractors to provide education and training Services.
- 4) **Expert.Now.** Each Education Pass User who holds an Architect Education Pass ("Architect Pass User") will receive access to "Expert.Now," a MicroStrategy education offering that enables the user to request access to and join video chat rooms with MicroStrategy analysts and architects ("Experts") during normal business hours to request tailored guidance and instruction on the features and functionality of MicroStrategy products. We will provide access to Expert.Now through the MicroStrategy Community site and any other interface that we make available to you. The Expert.Now offering is subject to the availability of an Expert with expertise in the subject area for which guidance is requested; if an Expert is not available immediately upon request, the Architect Pass User may schedule a video chat session with an Expert during the next window of availability at his/her convenience. For clarity, Expert.Now is an education offering and is not part of Technical Support Services. In connection with your use of the Expert.Now offering, you will not transfer to us or provide us any access to (1) Protected Data (except for Protected Data related to your contact persons); or (2) material in violation of third-party privacy rights; or (3) libelous, or otherwise unlawful or tortious material; or (4) material that infringes any copyright, trademark,

旅費用，以及(b)如果我們需要租用設施以提供課程，則您應補償我們發生的所有合理設施租賃費用。

- 2) **講師引導訓練課程的課程教材。**我們將針對提供給您的各講師引導訓練課程（無論公開或私人、虛擬或真人），為您提供該課程內容檔案（「課程教材」）的電子版本，且您可為參與該課程的每一位員工（或您指定的其他人）複製及分發一份紙本課程教材。僅有參與該課程者，得針對其本身之訓練目的使用課程教材。
- 3) **智慧財產及轉包商。**所有教育課程資料（包括課程教材）皆受著作權保障，且屬於我們的機密資訊。教育及訓練服務，將由我們直接或透過我們的轉包商提供及交付。儘管您與我們之間的任何書面合約中有任何相反約定（若有），您同意我們利用轉包商提供教育及訓練服務。
- 4) **Expert.Now。**每位持有建築師教育護照的教育通行證用戶（“建築師護照用戶”）都將獲得我們的教育產品“Expert.Now”的存取權限，該產品賦予使用者在正常工作時間請求訪問以及進入有我們分析師和架構師（“專家”）參與的視頻聊天室的權利，目的是為了獲取針對我們產品的特性和功能量身定制的指導和說明。我們將通過 MicroStrategy Community 網址及我們提供給您的任何其他介面給予您對 Expert.Now 的存取權限。Expert.Now 產品的提供取決於專家在請求指導的主題領域的專業知識的可用性；如果無法根據要求立即提供專家，則建築師護照用戶可以在下一個可用視窗期間，安排一次與專家的視頻聊天會話。作為澄清，Expert.Now 是一種教育產品，並不屬於技術支援服務的一部分。與您使用 Expert.Now 產品相關，您將不會向我們傳輸或向我們提供任何訪問權有關於（1）受保護資料（與您的連絡人有關的受保護資料除外）；（2）違反協力廠商隱私權的資料；（3）誹謗或其他非法或侵權的資料；（4）侵犯任何實體或個人的任何版權，商標，專利，商業秘密或其他所有權的資料；或（5）病毒，特洛伊木馬，蠕蟲，定時炸彈，清除程式，腐蝕性權或任何其他類似軟體或程式。

<p>patent, trade secret or other proprietary right of any entity or individual; or (5) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.</p>	
<p><b>4. Consulting.</b> We offer consulting Services on an Hourly basis, either as a packaged consulting Service offering or as an individual consultant resource Service offering, each as more particularly described below.</p> <p>a. <u>Types of Consulting Services.</u></p> <p>i. <u>Packaged Consulting Services.</u> For packaged consulting Service offerings, we will perform the applicable tasks described below at your request on an Hourly basis at a single blended rate, regardless of the consultant(s) we engage to provide the Services. For these offerings, we will determine the level of consultant(s) who will provide the Services at our sole discretion, and the location where the Services will be performed (either onsite or remotely from our offshore Global Delivery Center).</p> <p>1) <u>Platform Services.</u> Under a “Platform Services” engagement, we will assist you with architecting, configuring, and deploying your Product architecture; tasks may include designing a best practice-based architecture that includes separate environments for development and user testing to enable end users to experience great application performance across applications during peak hours while minimizing system cost; developing a sizing strategy to maximize platform efficiency; configuring administration services and security settings including provisioning users, scheduling, subscriptions, system monitoring, OS patches, and back-ups; and designing an upgrade strategy to enable you to start using the latest innovations from MicroStrategy faster.</p> <p>2) <u>Application Services.</u> Under an “Application Services” engagement, we will assist you with defining, developing and deploying end-to-end enterprise or departmental applications; tasks may include determining the optimal technology approach and caching strategy to deliver effective, high-performance applications; leveraging a best practice approach for building new applications which includes conducting user workshops, building wireframes, iterating, testing, documenting and mentoring to increase adoption; and enhancing, optimizing or redesigning existing applications for improved user experience, faster performance or extended functionality.</p> <p>3) <u>Analytics Services.</u> Under an “Analytics Services” engagement, we will assist you with designing and configuring a scalable and reusable federated enterprise data layer that supports a single version of the truth; tasks may include configuring and optimizing connections to databases, big data sources, NoSQL sources, and enterprise applications to access enterprise data for use in analytics and mobility applications; designing an optimized in-memory strategy and publishing high performance data sets to Analysts, Data Scientists and Developers, and Architects, so they can build analytics, models and applications faster on trusted data; and conducting regression testing, reviewing the schema, resolving</p>	<p><b>4 諮詢。</b>我們以每小時基礎提供諮詢服務，可能是套裝式諮詢服務產品，也可能是個人顧問資源服務產品，內容如下所述。</p> <p>a. <u>諮詢服務種類。</u></p> <p>i. <u>套裝式諮詢服務。</u>在套裝式諮詢服務產品方面，我們將依據您的要求，以每小時單一混合費率基礎，執行下列相關任務，無論我們提供該服務時參與的顧問人數。我們將針對這些產品，全權決定提供該服務之顧問的水準，以及執行該服務的地點（可能在現場執行，也可能從我們的海外全球交付中心遠距執行）。</p> <p>(1) <u>平台服務。</u>在「平台服務」參與下，我們將協助您構建、配置和部署產品架構，其任務可能包含設計最佳實踐基礎架構，包括開發和用戶測試的獨立環境，以便最終使用者能在尖峰時段體驗各應用程式絕佳的應用性能，同時盡可能降低系統成本、擬定規模策略，以盡量擴大平台效率，以及配置管理服務和安全設置，包括配置使用者、調度、訂購、系統監控、操作系統補丁和備份，並設計升級策略，讓您可以更快開始使用 MicroStrategy 的最新創新。</p> <p>(2) <u>應用服務。</u>在「應用服務」參與下，我們將協助您定義、開發與部署端到端企業或部門應用程式，其任務可能包括確定最佳技術方法和緩存策略，以提供有效的高性能應用程式，以及利用最佳實踐方法建構新應用程式，包括舉辦使用者研討會、構建線框、疊代、測試、記錄和指導，以提高採用率，並加強、優化或重新設計既有的應用程式，以改善用戶體驗、加速性能或擴展功能。</p> <p>(3) <u>分析服務。</u>在「分析服務」參與下，我們將協助您設計和配置可擴展，且可重複使用的聯合企業數據層，以支援單一版本的事實，其任務可能包括配置和優化與數據庫、大數據源、NoSQL 源和企業應用程式的連結，以存取企業數據，運用於分析和行動應用程式，以及設計優化的內存策略，將高性能數據集發布給分析師、數據科學家和開發人員與建築師，以便他們能更快速地在可信數據上建構分析、模型和應用程式，並進行回歸測試、審查模式、解決問題，以及實施持續數據完整性管理的流程。</p> <p>(4) <u>行動服務。</u>在「行動服務」參與下，我們將協助您定義、開發和部署端到端企業行動架構和應用程式，其任務可能包括在異構設備環境中執行成功的行動策略，以優化 iOS 和 Android 使用者的體驗，以及利用最佳實踐方法，建構新的行動應用程式，包括舉辦用戶研討會、建構線框、疊代、測試，記錄和指導，以提高採用率，以及開發緩存策略，優化應用程式的性能和離線體驗，並確定最佳部署策略與導航安全要求和產業規定，以及加強、優化或重新設計既有的應用程式，以改善使用者體驗，加速性能或擴展功能，例如回寫功能或通過推送通知的行動警報。</p> <p>ii. <u>個別顧問資源。</u>我們同時針對特定個別顧問資源水準（專業人員、大師、專家及會員）提供諮詢服務。在個別顧問資源服務產品方面，我們將依據您的要求，</p>

<p>issues, and implementing a <u>process</u> for on-going data integrity management.</p> <p>4) <u>Mobility Services</u>. Under a “Mobility Services” engagement, we will assist you with defining, developing and deploying end-to-end enterprise mobile architecture and applications; tasks may include implementing a successful mobile strategy in a heterogeneous device environment that optimizes the experience for iOS and Android users; leveraging a best practice approach for building new mobile apps which includes conducting user workshops, building wireframes, iterating, testing, documenting and mentoring to increase adoption; developing a caching strategy that optimizes the performance and offline experience of apps; determining the optimal deployment strategy and navigating security requirements and industry regulations; and enhancing, optimizing or redesigning existing apps for improved user experience, faster performance or extended functionality such as write-back capabilities or mobile alerting via push notifications.</p> <p>ii. <u>Individual Consultant Resources</u>. We also offer consulting Services at certain individual consultant resource levels – Specialist, Master, Expert and Fellow. For these individual consultant resource Service offerings, we will perform the applicable tasks set forth on an order or a statement of work at your request on an Hourly basis at the hourly rates applicable to each resource. Each of these resource levels are available either onsite or remotely from our offshore Global Delivery Center.</p> <p>b. <u>Additional Consulting Terms</u>. You will reimburse us for all reasonable expenses we incur when delivering the Services. We grant you a license to use the work product we develop as part of a consulting Services engagement in support of your internal business operations and, if you are a MicroStrategy partner to whom we are providing consulting Services on behalf of an end customer, a license to sublicense such work product to the end customer solely to support the end customer’s use of our Products.</p>	<p>以適用於各資源的每小時費率基礎，執行訂單或工作陳述上列舉的相關任務。各水準資源皆可在現場提供，亦可從我們的國外全球交付中心遠距提供。</p> <p>b. <u>額外諮詢條款</u>。您應補償我們在提供服務時產生的所有合理費用。我們授權您使用我們在諮詢服務參與中開發的工作產品，以支援您的內部業務作業。並且，如果您是我們的合作夥伴，您代表最終用戶接受我們提供的諮詢服務，我們將授予您許可將此類工作產品再許可給最終使用者，但僅限於支持最終使用者對我們的產品的使用。</p>
<p><b>5. <u>Additional Limited Warranty Applicable to all Service Offerings</u></b>. We warrant that our employees and contractors will perform any Services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of this warranty, your exclusive remedy and our entire liability will be reperformance of the Services at no cost to you.</p>	<p>5. <u>適用於所有服務產品的額外有限保證</u>。我們保證，我們的員工和承包商會依據公認產業準則及實務的方式，執行訂單中的任何服務。違反此項保證時，您的唯一補償以及我們的全部責任，將為免費重新執行該服務。</p>



## SCHEDULE 1 - TERRITORY-SPECIFIC TERMS

### [附表 1 - 特定地區條款]

The terms of this Schedule 1 (“Territory-Specific Terms”) reflect certain legal and operational requirements in each jurisdiction where our Products and Services are delivered. For each order under this Agreement, the terms and conditions stated below corresponding to the applicable Territory supplement and amend this Agreement for that order.

[附表 1 (「特定地區條款」) 之條款，可反映提供產品與服務之各管轄地的法律和經營要求。針對本合約下之各訂單，將以下列對應於相關地區的條款與條件，取代及修訂本合約。]

1. **United States and Canada.** If the Territory is the United States or Canada, the MicroStrategy contracting entity on the order is **MicroStrategy Services Corporation**, a Delaware corporation with offices at 1850 Towers Crescent Plaza, Tysons Corner, Virginia, United States 22182, and the following terms apply:
  - (a) the Governing Law will be the laws of the Commonwealth of Virginia, United States, and controlling United States federal law; and
  - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of United States state and federal courts with jurisdiction over Fairfax County, Virginia, United States.
  - (c) Any Products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with FAR 12.212, Computer Software (October 1995), 52.227-19, Commercial Computer Software Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998).
  - (d) We are a federal contractor. As a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, **you will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.** This language is provided as part of our compliance with the applicable Executive orders, statutes and regulations regulated by the Department of Labor, and
  - (e) References to “CPI” will be deemed to mean the latest published percentage increase in the United States Consumer Price Index-All Urban Consumers, U.S.-All items, 1982-84=100 at the time of the renewal.
2. **Argentina.** If the Territory is the Republic of Argentina, the MicroStrategy contracting entity on the order is **MicroStrategy Brasil Ltda. Sucursal Argentina**, with offices at Avenida Corrientes 800, 35th Floor, offices 102 & 103, C1008 CABA, Argentina, and the following terms apply:
  - (a) the Governing Law will be the laws of the Republic of Argentina; and
  - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Buenos Aires, Argentina; and
  - (c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “In no event will we or any of our affiliates and licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, including without limitation for loss of business, loss of income, revenue, earnings, net worth or profit, loss of opportunity or damage to reputation;” and
  - (d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable in full thirty (30) days from the date of receipt of the invoice and will be deemed overdue if they remain unpaid thereafter. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which remain unpaid after the due date will be subject to a late charge equal to the then-current interest rate of Banco De La Nación Argentina for discounted commercial paper transactions (tasa activa para operaciones de descuento de documentos), accruing monthly from the due date until such amount is paid. All fees are due to us in the currency listed on an order; notwithstanding the foregoing, if an order includes fees listed in the currency of legal tender in the United States of America (“Dollars”), such fees must be paid in Dollars or their equivalent in Argentinian Pesos, at the sell rate of the Dollar published by Banco De La Nación Argentina on the day prior to the date of effective payment. Fees listed on an order do not include V.A.T. If a stamp tax applies to an order, fifty percent (50%) of such tax will be borne by us and the remaining fifty percent (50%) will be borne by you. We will pay the full amount of the applicable tax to the corresponding agencies and will subsequently invoice you for the portion of the tax you are responsible for. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you;” and
  - (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Brasil Ltda. Sucursal Argentina, Attention: Legal Representative, Avenida Córdoba 1439, 11th Floor, Buenos Aires, C1001AAT, Argentina; email: crequest@microstrategy.com;” and

- (f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “twelve (12) months;” and
- (g) Section 5 of the “Enterprise Platform License Terms,” Section 5 of the “Cloud Platform License Terms,” and Section 6 of the “MicroStrategy Cloud Environment Service Terms” are inapplicable; and
- (h) the definition of CPI in the Agreement is inapplicable and subsection (a) of the “Additional Technical Support Terms” section of the Services Terms is deleted and replaced with the following: “(a) upon expiration of the initial annual subscription term, you have the option to renew Standard Technical Support Services on those Product licenses for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee and ...”
- 3. Australia and New Zealand.** If the Territory is Australia or New Zealand, the MicroStrategy contracting entity on the order is **MicroStrategy Pty. Ltd.**, ABN 59 094 495 020 with offices at Level 4, 68 York Street, Sydney, NSW 2000 Australia, and the following terms apply:
- (a) the Governing Law will be the laws of New South Wales, Australia; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia; and
- (c) references to “CPI” in the Agreement will be deemed to refer to “Australia CPI.”
- 4. Belgium, The Netherlands and Luxembourg (Benelux).** If the Territory is Belgium, the Netherlands or Luxembourg, the MicroStrategy contracting entity on the order is **MicroStrategy Benelux BV, MicroStrategy Belgium BVBA**, and the following terms apply:
- (a) the Governing Law will be the laws of the Netherlands for customers with their registered corporate address in the Netherlands and the laws of Belgium for customers with their registered corporate address in Belgium or Luxembourg; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Amsterdam, Netherlands for customers with their registered corporate address in the Netherlands and to the exclusive jurisdiction of the courts of Brussels, Belgium for customers with their registered corporate address in Belgium or Luxembourg; and
- (c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section of this Agreement, (b) bodily injuries or death caused by us, (c) the damages resulting from a party’s gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.”; and
- (d) references to “CPI” in the Agreement will be deemed to refer to “the latest published percentage increase in local Consumer Price Index at the time of the renewal.”
- 5. Brazil.** If the Territory is Brazil, the MicroStrategy contracting entity on the order is **MicroStrategy Brasil Ltda.**, with offices at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil, and the following terms apply:
- (a) the Governing Law will be the laws of Brazil; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the Central Court of the City of São Paulo, Brazil; and
- (c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “In no event will we or any of our affiliates or licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, exemplary damages, or loss of profit, whether in contract, tort, or otherwise, even if we or any of our affiliates or licensors have been advised of the possibility of such damages and even if an agreed remedy fails of its essential purpose or is held unenforceable for any other reason.”; and
- (d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “Except as otherwise set forth on an order, invoices will be issued in Reais (R\$), within five (5) calendar days of the effective date of an order. All fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice and will be deemed overdue if they remain unpaid thereafter. Any amounts which remain unpaid after the due date will be increased based on the variation of the IGP-M, from the due date until such amount is paid, and will be subject to a late charge equal to one percent (1%) per month, pro-rata-die. In addition to the foregoing monetary adjustment, any amounts that remain unpaid for more than ten (10) days after the due date will be increased by an additional two percent (2%) late charge. Fees on an order include all taxes for billing in São Paulo. If there are changes in the taxes or tax rates, fees will be adjusted accordingly to conform to the rates and taxes applicable on the date of the invoice. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.”; and
- (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Brasil Ltda., Attention: Legal Representative, at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil; email: crequest@microstrategy.com; and
- (f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “three (3) months;” and
- (g) the definition of CPI in the Agreement is inapplicable and subsection (a) of the “Additional Technical Support Terms” section of the Services Terms is deleted and replaced with the following: “(a) upon expiration of the initial annual subscription term, you have the option to renew standard Technical Support Services on those Product licenses for subsequent annual subscription

terms, each at an annual fee equal to the prior annual subscription term fee increased by the “IGP-M”, or, in its absence, the official index that best reflects the inflation of the prior period and ...”
<p>6. <b>China.</b> If the Territory is China, the MicroStrategy contracting entity on the order is <b>MicroStrategy Singapore Pte. Ltd.</b>, with offices at 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632, and the following terms apply:</p> <ul style="list-style-type: none"><li>(a) The Governing Law will be the laws of Singapore; and</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdictions of the courts of Singapore; and</li><li>(c) in the event of a conflict between the English-language version and the Chinese-language version of this Agreement, or between the English-language version and the Chinese-language version of an order, the English-language version will prevail; and</li><li>(d) references to “CPI” in the Agreement will be deemed to refer to “China CPI.”</li></ul>
<p>7. <b>France.</b> If the Territory is France, the MicroStrategy contracting entity on the order is <b>MicroStrategy France SARL</b>, with offices at Tour Atlantique, 1, Place de la Pyramide, La Défense 9, 92911 Paris La Défense, France, and the following terms apply:</p> <ul style="list-style-type: none"><li>(a) The Governing Law will be the laws of France; and</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the Courts of the Paris Court of Appeal; and</li><li>(c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section of this Agreement, (b) damages resulting from your breach of our intellectual property rights, (c) damages resulting from fraud, gross negligence or willful misconduct of any party, or (d) bodily injury or death caused by the negligence of a party, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.”; and</li><li>(d) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “nine (9) months;” and</li><li>(e) references to “CPI” will be deemed to refer to the “Syntec index” which will be calculated using the following formula: <math>P = (P0 \times S1)/S0</math>, in which P is the revised price, P0 is the fixed price of the order, S0 is the last Syntec index published at the time of the signature of the order and S1 is the latest Syntec index published on the date of the revision.</li></ul>
<p>8. <b>Germany, Austria and Switzerland (DACH).</b> If the Territory is Germany, the MicroStrategy contracting entity on the order is <b>MicroStrategy Deutschland GmbH</b>, with offices at Gustav-Heinemann-Ufer 56, 50968 Cologne, Germany. If the Territory is Austria, the MicroStrategy contracting entity on the order is <b>MicroStrategy Austria GmbH</b>, with offices at Regus Business Center Twin Tower, Wienerbergstrasse 11, 1100 Wien. If the Territory is Switzerland, the MicroStrategy contracting entity on the order is <b>MicroStrategy Switzerland GmbH</b>, with offices at c/o Rödl &amp; Partner AG, Flurstraße 55, 8048 Zürich. The following terms will apply for each of Germany, Austria and Switzerland:</p> <ul style="list-style-type: none"><li>(a) If your contractual partner is MicroStrategy Deutschland GmbH, the Governing Law will be the laws of the Federal Republic of Germany; if your contractual partner is MicroStrategy Austria GmbH, the Governing Law will be the laws of Austria; if your contractual partner is MicroStrategy Switzerland GmbH, the Governing Law will be the laws of Switzerland;</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdictions of (i) the ordinary courts of Cologne, Germany, if your contractual partner is MicroStrategy Deutschland GmbH; (ii) the courts of Vienna, if your contractual partner is MicroStrategy Austria GmbH, and (iii) the courts of Zurich, if your contractual partner is MicroStrategy Switzerland GmbH;</li><li>(c) the third sentence of the “Term and Termination” section of the General Terms is deleted and replaced as follows: “We may terminate this Agreement, any order or Product license upon prior written notice (a) if you breach a material provision of this Agreement and fail to cure such breach within thirty (30) days following such notice, (b) as provided in the “Indemnification” section of these General Terms or the applicable “Additional Limited Warranties and Remedies” section of this Agreement or (c) if a direct or indirect competitor of us gains direct or indirect control or dominant influence over you”;</li><li>(d) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section of this Agreement, (b) bodily injuries or death caused by us, (c) the damages resulting from a party’s gross negligence, fraud or intentional misconduct, (d) your breach of our intellectual property rights or (e) any damage that falls under the Product Liability Act (“Produkthaftungsgesetz” or “Produktehaftpflichtgesetz,” for Switzerland), the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.”;</li><li>(e) The “Additional Limited Warranties and Remedies” section of the Enterprise Platform License Terms and the Cloud Platform License Terms is deleted and replaced with the following: “We warrant that for a period of one (1) year from the date of an order (“Warranty Period”) each Product listed on the order and Updates delivered for the Products during the Warranty Period will conform to the technical specifications set forth in the Documentation. For any breach of warranty set forth above, we shall remedy the breach by correcting the defect or replacing the defected Product. In case we are unable within a reasonable period of time to remedy the breach, you may request a reduction of the fees paid for the defected Product (“Minderung”) or rescind the contract (“Rücktritt”). You may not rescind the contract if the defect is not material. Furthermore, you can claim damages (“Schadensersatz”) from us in accordance with the Limitation of Liability section of the General Terms. Defects shall be notified to us in writing, the notice containing details of the error symptoms, to the extent possible evidenced by written documentation. The notice shall enable us to reproduce the error or defect.”; and</li></ul>



(f) references to “CPI” in the Agreement will be deemed to refer to the respective German, Austrian or Swiss CPI.
<p><b>9. Israel.</b> If the Territory is Israel, the MicroStrategy contracting entity on the order is <b>MicroStrategy Israel Ltd</b>, registered in Israel, with company number 515761740, whose registered office is at 58 Harakevet St., Tel Aviv 6777016 Attn: Barnea &amp; Co. Law Offices, and the following terms apply:</p> <ul style="list-style-type: none"><li>(a) the Governing Law will be the laws of England and Wales; and</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and</li><li>(c) the second sentence of the “Data Protection” section of the General Terms is deleted and replaced with the following: “We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area and Israel) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.”; and</li><li>(d) references to “CPI” in the Agreement will be deemed to refer to the Consumer Price Index for the United Kingdom for the previous 12 months.</li></ul>
<p><b>10. Italy.</b> If the Territory is Italy, the MicroStrategy contracting entity on the order is <b>MicroStrategy Italy S.r.l.</b>, with offices at Corso Italia 13, 20122, Milan, Italy, with tax identification number 12313340155, and the following terms apply:</p> <ul style="list-style-type: none"><li>(a) The Governing Law will be the laws of Italy; and</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Milan; and</li><li>(c) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Italy, S.r.l. Attention: Legal Representative, at Corso Italia 13, 20122, Milan, Italy; email: <a href="mailto:crequest@microstrategy.com">crequest@microstrategy.com</a>”; and</li><li>(d) references to “CPI” in the Agreement will be deemed to refer to “Italy CPI.”</li></ul>
<p><b>11. Japan.</b> If the Territory is Japan, the MicroStrategy contracting entity on the order is <b>MicroStrategy Japan Inc.</b>, with offices at Shin-Hanzomon Bldg, 2nd Floor, 13-1 Ichiban-cho, Chiyoda-ku, Tokyo 102-0082, Japan and the following terms apply:</p> <ul style="list-style-type: none"><li>(a) The Governing Law will be the law of Japan; and</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Japan; and</li><li>(c) in the event of a conflict between the English-language version and the Japanese-language version of this Agreement, or between the English-language version and the Japanese-language version of an order, the English-language version will prevail; and</li><li>(d) references to “CPI” in the Agreement will be deemed to refer to “Japan CPI.”</li></ul>
<p><b>12. Korea.</b> If the Territory is Korea, the MicroStrategy contracting entity on the order is <b>MicroStrategy Korea Co., Ltd</b>, with offices at 3F, LG Twintel II Building, 157-3 Samsung-Dong, Kangnam-Gu, Seoul 135-090, Korea and the following terms apply:</p> <ul style="list-style-type: none"><li>(a) the Governing Law will be the laws of Korea; and</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of Seoul Central District Court in Korea; and</li><li>(c) in the event of a conflict between the English-language version and the Korean-language version of this Agreement, or between the English-language version and the Korean-language version of an order, the English-language version will prevail; and</li><li>(d) references to “CPI” in the Agreement will be deemed to refer to “Korea CPI.”</li></ul>
<p><b>13. Mexico (and other Territories).</b> If the Territory is Mexico, Colombia, Bolivia, Uruguay, Paraguay, Peru, Ecuador or any country located in Central America, the MicroStrategy contracting entity on the order is <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 and the following terms apply:</p> <ul style="list-style-type: none"><li>(a) the Governing Law will be the laws of Mexico;</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Mexico D.F.; and</li><li>(c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “In no event will we or any of our affiliates and licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, including without limitation for loss of business, loss of income, revenue, earnings, net worth or profit, loss of opportunity or damage to reputation”; and</li><li>(d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable in full thirty (30) days from the date of the invoice and will be deemed overdue if they remain unpaid thereafter. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which remain unpaid after the due date will be subject to a late charge equal to three and one-half percent (3.5%) per month from the due date until such amount is paid. All fees are due to us in the currency listed on an order; notwithstanding the foregoing, if an order includes fees listed in the currency of legal tender in the United States of America (“Dollars”), such fees must be paid in Dollars or their equivalent in Mexican Pesos, at the sell rate of the Dollar published by Diario Oficial de la Federación on the day prior to the date of effective payment. Fees listed on an order do not include V.A.T. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.”; and</li></ul>

- (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Mexico S. de R.L. de C.V., Attention: Legal Representative, Javier Barros Sierra 495, 2nd Floor, office 154, Col. Desarrollo Santa Fe, Álvaro Obregón Ciudad de Mexico, Mexico CP 01376; email: [crequest@microstrategy.com](mailto:crequest@microstrategy.com)”; and
- (f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “ninety (90) days.”; and
- (g) the following language is added after the second sentence of the “Education Passes” subsection of the Services Terms, without otherwise modifying the rest of such “Education Passes” subsection: “Notwithstanding anything to the contrary, Education Pass subscriptions do not include access to any form of MicroStrategy training offered by third parties that have been authorized to provide such training under our MicroStrategy Authorized Training Center program.”

**14. Poland.** If the Territory is Poland, the MicroStrategy contracting entity on the order is **MicroStrategy Poland sp. z o.o.** with offices at Prosta 67, 00-838 Warsaw, Poland and the following terms apply:

- (a) the Governing Law will be the laws of Republic of Poland; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Warsaw; and
- (c) The “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR A) OUR OBLIGATIONS UNDER THE “INDEMNIFICATION” SECTION OF THIS AGREEMENT, B) BODILY INJURIES OR DEATH CAUSED BY US; C) FOR THE DAMAGES RESULTING FROM A PARTY’S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT, OR D) YOUR BREACH OF OUR INTELLECTUAL PROPERTY RIGHTS OR EXPORT LAWS, THE CUMULATIVE AGGREGATE LIABILITY OF EITHER PARTY AND ALL OF ITS AFFILIATES TO THE OTHER PARTY AND ALL OF ITS AFFILIATES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF A) THE AMOUNT OF THE FEES PAID OR PAYABLE TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU AND B) GBP 300,000. IN NO EVENT WILL A PARTY AND ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY AND ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF EITHER PARTY AND ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.”; and
- (d) references to “CPI” in the Agreement will be deemed to refer to “Republic of Poland CPI.”

**15. Portugal.** If the Territory is Portugal, the MicroStrategy contracting entity on the order is **MicroStrategy Portugal, Sociedade Unipessoal, Lda**, with offices at Avenida da República, 50, 2nd floor, office 202, 1050-196 Lisboa, Portugal, and the following terms apply:

- (a) the Governing Law will be the laws of Portugal; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Lisbon, Portugal; and
- (c) the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “Except for our obligations under the “Indemnification” section of this Agreement, damages resulting from your breach of our intellectual property rights, damages resulting from a party’s intentional misconduct or gross negligence, and bodily injuries, death or property damages caused by the negligence of a party, the cumulative aggregate liability of each party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (b) EUR 300,000. In no event will either party or any of its affiliates be liable for any indirect or unforeseeable damages, or for loss of business, loss of income, loss of revenue or earnings, loss of net worth or profit, loss of opportunity or damage to reputation.”; and
- (d) the fourth, fifth and sixth sentences of the “Orders and Payment” section of the General Terms are deleted and replaced with the following: “If any undisputed invoice governed by this Agreement, remains unpaid for thirty (30) or more days after it is due, we may, without limiting our other rights and remedies, suspend technical support services until such amounts are paid in full. In addition, any amounts which remain unpaid after the due date will be subject to the applicable legal interest rates, from the due date until such amount is paid.”; and
- (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Portugal, Sociedade Unipessoal LDA, Attention: Legal Representative, at Regus Lisboa, Avenida da República, 50 1050-196 Lisboa, Portugal; email: [crequest@microstrategy.com](mailto:crequest@microstrategy.com)”; and
- (f) the following is added as the last sentence to the “Assignment” section of the General Terms: “Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to third parties under the terms of the Copyright Code.”; and
- (g) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “twelve (12) months;” and
- (h) subsection (b) of the “Additional Limited Warranties and Remedies” section of the Enterprise Platform License Terms is deleted; and
- (i) references to “CPI” in the Agreement will be deemed to refer to “Portugal CPI” (Índice de Preço ao Consumidor).

- 16. Singapore (and other ASEAN countries), India and Pakistan.** If the Territory is Singapore or any other ASEAN country, India, or Pakistan, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd.**, with offices at 1 Harbourfront Avenue, #03-02 Keppel Bay Tower, Singapore 098632 and the following terms apply:
- (a) the Governing Law will be the laws of Singapore; and
  - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of Singapore; and
  - (c) references to "CPI" in the Agreement will be deemed to refer to "Singapore CPI."
- 17. South Africa.** If the Territory is South Africa, the MicroStrategy contracting entity on the order is **MicroStrategy South Africa (Proprietary) Limited**, whose registered office is at 1st Floor, Building 6, Parc Nicol Office Park, 3001 William Nicol Drive, Bryanston, Johannesburg, Gauteng, South Africa, and the following terms apply:
- (a) the Governing Law will be the laws of South Africa; and
  - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of High Court of South Africa; and
  - (c) the first sentence of the second paragraph of the "Data Protection" section of the General Terms is deleted and replaced with the following: "We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area and South Africa) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements."; and
  - (d) references to "CPI" in the Agreement will be deemed to refer to the Consumer Price Index for South Africa for the previous 12 months.
- 18. Spain.** If the Territory is Spain, the MicroStrategy contracting entity on the order is **MicroStrategy Iberica, S.L.U.**, with offices at Plaza Pablo Ruiz Picasso 1, Torre Picasso, Planta 15, 28020 Madrid, Spain, with tax identification number B-60536646, and the following terms apply:
- (a) the Governing Law will be the laws of Spain; and
  - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Madrid, Spain; and
  - (c) the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "Except for our obligations under the "Indemnification" section of this agreement, damages resulting from your breach of our intellectual property rights, damages resulting from a party's intentional misconduct or gross negligence, and bodily injuries, death or property damages caused by the negligence of a party, the cumulative aggregate liability of each party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (b) EUR 300,000. In no event will either party or any of its affiliates be liable for any indirect or unforeseeable damages, or for loss of business, loss of income, loss of revenue or earnings, loss of net worth or profit, loss of opportunity or damage to reputation."; and
  - (d) the fourth and fifth sentences of the "Orders and Payment" section of the General Terms are deleted; and
  - (e) the second sentence of the "Notices" section of the General Terms is deleted and replaced with the following: "You will provide notices to: MicroStrategy Iberica, S.L.U. Attention: Legal Department, at Plaza Pablo Ruiz Picasso, Torre Picasso Planta 15, 28020 Madrid, Spain; email: [crequest@microstrategy.com](mailto:crequest@microstrategy.com)"; and
  - (f) the "Additional Limited Warranties and Remedies" sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from "six (6) months" to "twelve (12) months;" and
  - (g) references to "CPI" in the Agreement will be deemed to refer to "Spain CPI" as published by the National Statistics Institute of Spain (*Instituto Nacional de Estadística de España*) for the relevant period.
- 19. Sweden and Denmark.** If the Territory is Sweden the MicroStrategy contracting entity on the order is **MicroStrategy Sweden AB** with offices at Mäster Samuelsgatan 60, 111 21 Stockholm, Sweden. If the Territory is Denmark, the MicroStrategy contracting entity on the order is **MicroStrategy Denmark ApS** with offices at 2 Axelortv, c/o Gorrissen Federspiel, 1609 København V, Denmark. The following terms apply for each of Sweden and Denmark:
- (a) if the MicroStrategy contracting entity is MicroStrategy Sweden AB, the Governing Law will be the laws of Sweden; if the MicroStrategy contracting entity is MicroStrategy Denmark ApS, the Governing Law will be the laws of Denmark; and
  - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of (i) the Maritime and Commercial Court of Stockholm, if the MicroStrategy contracting entity is MicroStrategy Sweden AB; or (ii) the Maritime and Commercial Court of Copenhagen, if the MicroStrategy contracting entity is MicroStrategy Denmark ApS;
  - (c) The following sentence is added at the beginning of the "Term and termination" section of the General Terms: "This Agreement shall be for an indefinite term unless terminated by a party in accordance with the provisions of this Agreement."
  - (d) references to "CPI" in the Agreement will be deemed to refer to "local CPI."
- 20. Taiwan.** If the Territory is Taiwan, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd.** with offices at 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632, and the following terms apply:
- (a) The Governing Law will be the Law of Singapore; and
  - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of the courts of Singapore; and

- (c) in the event of a conflict between the English-language version and the Chinese-language version of this Agreement, or between the English-language version and the Chinese-language version of an order, the English-language version will prevail; and
- (d) references to “CPI” shall refer to “China CPI.”

**19. 台灣。**若地區為台灣，則訂單上的 MicorStrategy 締約實體為 **MicroStrategy Singapore Pte. Ltd.**，其辦事處位於 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632，且適用下列條款：

- (a) 以新加坡法律為準據法，以及
- (b) 因本合約或雙方於本合約下之關係，而產生或相關的任何爭議、訴訟、索賠或訴訟理由，均應以新加坡法院具唯一管轄權，以及
- (c) 若本合約的英文版本與中文版本之間發生衝突，或者訂單的英文版本與中文版本之間存在衝突，以英文版本為準，以及
- (d) 提及「CPI」時，應指「中國 CPI」。

**21. United Arab Emirates (Middle East).** If the Territory is the United Arab Emirates, the MicroStrategy contracting entity on the order is **MicroStrategy Middle East FZ-LLC**, a Free Zone Limited Liability Company, registered in the Emirate of Dubai, with company number 21051, whose registered office is at Dubai Internet City, Building 11 Floor 4 Office No. 401 - 404, 420, Dubai, United Arab Emirates, and the following terms apply:

- (a) the Governing Law will be the laws of England and Wales; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and
- (c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section, (b) bodily injuries or death caused by us, (c) the damages resulting from one of the party’s gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) US\$ 300,000.”; and
- (d) the third sentence of the “Data Protection” section of the General Terms is deleted and replaced with the following: “We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area and the United Arab Emirates) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.”; and
- (e) the following is added as the last sentence to the “Assignment” section of the General Terms: “Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to any person not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.”; and
- (f) references to “CPI” in the Agreement will be deemed to refer to the Consumer Price Index for the United Kingdom for the previous 12 months.

**22. United Kingdom (and other Territories).** If the Territory is a country located in the United Kingdom, Greece, Serbia, Slovakia, Hungary, Ireland, Slovenia, Belarus, Russia, Macedonia, Bulgaria, Estonia, Croatia, Norway, Chile, or in any other country not otherwise provided for in this Schedule 1, the MicroStrategy contracting entity on the order is **MicroStrategy Limited**, an entity under registered number 02980957 with offices at Chiswick Park, Building 4, 3rd Floor, 566 Chiswick High Road, Chiswick, London W4 5YE, United Kingdom, and the following terms apply:

- (a) the Governing Law will be the laws of England and Wales; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and
- (c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section, (b) bodily injuries or death caused by us, (c) the damages resulting from one of the party’s gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) GBP 300,000.”; and
- (d) the following is added as the last sentence to the “Assignment” section of the General Terms: “Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to any person not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.”; and references to “CPI” in the Agreement will be deemed to refer to “UK CPI.”; and
- (e) but only if the Territory is Chile, the following language is added after the second sentence of the “Education Passes” subsection of the Services Terms, without otherwise modifying the rest of such “Education Passes” subsection: “Notwithstanding anything to the contrary, Education Pass subscriptions do not include access to any form of MicroStrategy training offered by third parties that have been authorized to provide such training under our MicroStrategy Authorized Training Center program.”