

Master Service Agreement 主服务协议

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

本《主服务协议》（“MSA”）适用于 MicroStrategy Incorporated 或其关联方（“MicroStrategy”或“我们”）与订购 MicroStrategy 产品的实体或个人（“客户”或“您”）之间签订的任何订购单，并规定了我们向您和您的关联方提供 MicroStrategy 产品的条款和条件。除非另有规定，否则加粗术语具有 MSA 第 10 条（定义）规定的含义。

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1. ACCESS AND USE OF MICROSTRATEGY PRODUCTS

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

1. 访问和使用 MicroStrategy 产品

- a. **访问服务。**根据本协议条款和文档，自订购单及其任何续订（视情况而定）的生效日期起，我们允许您的指定用户在相应订购期内仅出于您的内部业务目的访问和使用您的订购单指定的服务。
- b. **本地部署软件的许可。**如果您的订购单包括本地部署的 MicroStrategy 软件（“本地软件”）的订单，则根据本协议条款和文档，自向您交付本地软件之日起，我们在您的订购单指定的订购期内向您授予不可再许可、不可转让、非排他性的有限的个人许可，以 (i) 在您运营的或代表您的第三方云服务提供商运营的位于适用地区的服务器和工作站上安装、复制和执行相应本地软件，和 (ii) 向您的指定用户授予仅出于您的内部业务的目的从该等服务器和工作站访问该等本地软件的权限。
- c. **特定限制。**订购单可能规定了向 MicroStrategy 软件的指定用户提供许可的特定数量，或者，就本地软件而言，CPU 许可的特定数量。指定用户许可的特定数量确定后，只有该等数量的指定用户可以在一个生产环境和最多两个非生产环境中访问和使用 MicroStrategy 软件。CPU 许可的特定数量确定后，您仅可在一个生产环境和最多两个非生产环境中，为

Software, specific quantities of CPU licenses. When specified quantities of licenses for Named Users are identified, only that quantity of Named Users may access and use such MicroStrategy Software in one production environment and up to two non-production environments. If specified quantities of CPU licenses are identified, you may only install and execute the applicable MicroStrategy Software on that quantity of CPUs in one production environment and up to two non-production environments, for use in support of an unspecified quantity of Named Users.

- d. **Deployment Environment.** If a specific operating or cloud environment is specified in the Order Form, the applicable MicroStrategy Software may only be accessed, installed or executed from or in such specified environment, except for any On-Prem Software which technically requires deployment in a different operating or cloud environment.
- e. **Affiliates.** Your Affiliates may purchase MicroStrategy Products from us by executing an Order Form which is governed by the terms of the Agreement. This will establish a new and separate agreement between your Affiliate and the MicroStrategy entity signing such Order Form.
- f. **Restrictions on Access and Use.** You and your applicable Affiliates agree to not: (i) access, use, copy, display, distribute, transfer, lease, sell, resell, license, sublicense, or otherwise make available the MicroStrategy Products in any manner or for any purpose not authorized by the Agreement, including in a manner that exceeds your authorized access and use rights or that is intended to avoid incurring fees or exceed usage limits or quotas, or in a manner contrary to applicable law; (ii) modify, reverse engineer, decompile or create derivative works of any portion of the MicroStrategy Products, except as provided in the Documentation or except to the extent permitted by applicable law; (iii) interfere with or disrupt the integrity or performance of MicroStrategy Products or attempt to gain unauthorized access to a MicroStrategy Product or its related systems or networks; (iv) use the MicroStrategy Products to develop or train any product or service that is competitive with our business or offerings; (v) make available to any third-party any analysis of the operation or benchmarking of the MicroStrategy Products or any Reports, without our prior written consent; (vi) use any MicroStrategy Product to provide time-sharing services, software-as-a-service offering, service bureau services or similar services or (vii) use the MicroStrategy Products to store or transmit material in violation of third-party privacy rights or that is infringing or otherwise unlawful or tortious or that constitutes Malicious Code.
- g. **Customer Responsibility.** You are responsible for compliance with the Agreement by your representatives and applicable Affiliates permitted hereunder that use or access the MicroStrategy Products under your account and for the proper operation of your network and your systems used to connect to the MicroStrategy Products.

用于支持不特定数量的指定用户而在该数量的 CPU 上安装和执行相应 MicroStrategy 软件。

- d. **部署环境。** 如果订购单指定了特定的操作环境或云环境，则仅能从或在指定环境中访问、安装或执行相应 MicroStrategy 软件，但技术上需要部署在不同操作环境或云环境中的本地软件除外。
- e. **关联方。** 您的关联方可通过签署受本协议条款约束的订购单，向我们购买 MicroStrategy 产品。这将在您的关联方和签署该订购单的 MicroStrategy 实体之间建立新的单独协议。
- f. **访问和使用限制。** 您和您的适用关联方同意不会
 - (i) 以未经本协议授权的任何方式或任何目的访问、使用、复制、展示、分发、转让、出租、出售、转售、许可、再许可或以其他方式提供 MicroStrategy 产品，包括以超出授予您的访问权和使用权的方式、旨在避免产生费用或超出使用限制或配额的方式，以及违反适用法律的方式从事前述行为；
 - (ii) 对 MicroStrategy 产品的任何部分实施修改、反向工程、反编译或创作演绎作品，但文档规定或适用法律允许的除外；
 - (iii) 干扰或破坏 MicroStrategy 产品的完整性或性能，或试图未经授权访问 MicroStrategy 产品或其相关系统或网络；
 - (iv) 使用 MicroStrategy 产品开发或培训与我们的业务或产品相竞争的任何产品或服务；
 - (v) 未经我们事先书面同意，向任何第三方提供 MicroStrategy 产品或任何报告的运行或基准分析；
 - (vi) 使用任何 MicroStrategy 产品提供分时服务、软件即服务、服务局服务或类似服务；或
 - (vii) 使用 MicroStrategy 产品存储或传输侵犯第三方隐私权的材料或其他非法或侵权的材料，或构成恶意代码的材料。
- g. **客户责任。** 您对本协议项下获准以您的账户使用或访问 MicroStrategy 产品的您的代表和相应关联方遵守本协议负责，并对被用于连接 MicroStrategy 产品的您的网络和系统的正常运行负责。
- h. **其他服务。** 如适用，在遵守本协议条款和条件的前提下，我们将根据届时有有效的《技术支持服务政策与程序》、《MCE 服务指南》和《特定服务附录》（视情况而定）向您提供每个相应订购单列出的技术支持服务、教育服务和咨询服务。
- i. **特定产品附录。** 某些 MicroStrategy 产品可能受特定产品附录约束，该等特定产品附录规定了使用该等 MicroStrategy 产品的额外条款和条件。各方应遵守所有适用的特定产品附录。

<p>h. Provision of Other Services. If applicable, we will perform the Technical Support Services, Education Services and Consulting Services for you as set forth in each applicable Order Form in accordance with the then-current Technical Support Services Policy & Procedures, MCE Service Guide and Service-Specific Addenda, as applicable, subject to the terms and conditions of the Agreement (including any applicable Product-Specific Addenda).</p> <p>i. Product-Specific Addenda. Certain MicroStrategy Products may be subject to Product-Specific Addenda that provide additional terms and conditions for the use of such MicroStrategy Product. Each party shall comply with all applicable Product-Specific Addenda.</p>	
<p>2. FEES & AUDIT RIGHTS</p> <p>a. Fees. All fees and payment terms set forth in the Order Form will apply to your use of the MicroStrategy Products. Except as set forth in the Agreement and to the extent permitted by law, all payment obligations are non-cancelable and fees are non-refundable and not subject to offset. If you exceed the scope of your rights to our MicroStrategy Products, we may invoice you for such excess and any related Technical Support Services fees, calculated at our standard list prices from the date you exceeded the scope of your rights. You agree to pay such invoices as set forth herein. You further agree that if we no longer offer a MicroStrategy Product for which you exceeded the scope of your rights, then the amounts owed will be calculated using the higher of the last available standard list price for such MicroStrategy Product or the current standard list price of its successor. The parties agree that this sum is agreed upon as payment for the excess use of the MicroStrategy Products, and not as a penalty.</p> <p>b. Payment. Except as otherwise provided in the Agreement, you agree to pay any undisputed invoiced amounts within thirty (30) days from the date of the invoice, in the currency listed in the Order Form. If you have a dispute to an invoice, you must raise such dispute within thirty (30) days from the date of invoice or the invoice will be deemed correct. The parties agree to negotiate in good faith a prompt resolution of any disputed invoiced amounts.</p> <p>c. Late Payments. If any undisputed invoice remains unpaid for thirty (30) or more days after it is due, we may charge a late fee equal to the lower of one and one-half percent (1.5%) per month or the highest rate allowable by law from the due date until such amount is paid in full. Except for fees subject to a reasonable and good faith fee dispute that the parties are working to resolve, if a payment is more than thirty (30) days past due and we have provided at least thirty (30) days written notice to you, we may do either or both of the following (i) suspend your right to use the MicroStrategy Product until such amounts are paid in full, and (ii) accelerate all unpaid fee obligations under all Order Forms so that all amounts payable by you become immediately due and payable.</p>	<p>2. 费用和审计权利</p> <p>a. 费用。 订购单列出的所有费用和付款条款将适用于您对 MicroStrategy 产品的使用。除非本协议另有约定并且在法律许可的范围内，所有付款义务均不可取消，所有费用均不可退还且不得抵销。如果您超出您的权利范围使用 MicroStrategy 产品，我们可自您越权之日起向您收取按我们标准价格计算的越权费用和任何相关技术支持服务费用。您同意支付本协议列出的该等收费。您进一步同意，如果我们不再提供您越权使用的 MicroStrategy 产品，则所欠金额将按照该 MicroStrategy 产品最新可用的标准价格或其继任产品的当前标准价格中的较高价格计算。双方同意，该笔款项是为越权使用 MicroStrategy 产品付款而非罚款。</p> <p>b. 付款。 除本协议另有约定外，您同意在发票之日起三十（30）天内以订购单列明的币种支付无争议的发票款项。如果您对发票有争议，您必须在发票之日起三十（30）天内提出争议，否则将视为发票正确无误。双方同意真诚协商，以迅速解决有争议的发票款项。</p> <p>c. 逾期付款。 如果您未在无争议发票到期后三十（30）天或更长期限内付款，则我们可能会在自到期日起至您全额付清之日期间，按每月百分之一点五（1.5%）或法律允许的最高利率（以两者中较低者为准）向您收取滞纳金。如果付款逾期超过三十（30）天，且我们书面通知您已至少届满三十（30）天，则除双方正在努力解决的合理善意的费用争议所涉及的费用外，我们亦将采取以下任一项或两项措施：(i) 暂停您使用 MicroStrategy 产品的权利，直至您全额付款；及 (ii) 缩短所有订购单下的所有未付费用义务的期限，以便您的所有应付款项立即到期应付。</p> <p>d. 税费。 本协议项下的应付费用均不含税费。您有责任缴纳与您在在本协议项下的购买（包括但不限于您对 MicroStrategy 产品的所有使用或访问）有关的所有税费。如果我们有法定义务缴纳或收取您在在本协议项下负责的税费，我们将向您收取该笔款项，您将支付该笔款项，但您向我们提供由适当税务机关授权的有效免税证明的除外。您不得从支付给我们</p>

<p>d. Taxes. Fees payable hereunder do not include Taxes. You are responsible for paying all Taxes associated with your purchases hereunder, including without limitation all use or access of the MicroStrategy Products by you. If we have a legal obligation to pay or collect Taxes for which you are responsible hereunder, we will invoice you that amount and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. You may not deduct taxes from payments to us, except as required by applicable law, in which case you must increase the amount payable as necessary so that, after making all required deductions and withholdings, we receive and retain (free from any liability for Taxes) an amount equal to the amount we would have received had no such deductions or withholdings been made. Upon our request, you will provide us with proof of withholding tax remittance to the respective tax authority.</p> <p>e. Audit Rights. In the instances when an audit is the only way we can verify accuracy of your payment obligations under the Agreement, we have the right (and you agree to reasonably cooperate) to audit your books and records, no more than once per 12-month period, to the extent necessary to verify such accuracy.</p>	<p>的款项中扣除税费，但适用法律要求您扣除的除外，在此情况下，您必须根据需要增加应付款项的金额，以便在实施所有必要的扣除和预扣后，我们收到并保留的（无任何税费责任的）款额相当于在不实施前述扣除或预扣的情况下我们本将收到的款额。经我们要求，您将向我们提供将预扣税缴纳至相应税务机关的证明。</p> <p>e. 审计权利。如果审计是我们验证您在本协议项下付款义务的准确性的唯一方式，我们有权在验证前述准确性所需范围内（并且您同意合理配合我们）审计您的账簿和记录，但前述审计每 12 个月不超过一次。</p>
<p>3. INTELLECTUAL PROPERTY RIGHTS & RESTRICTIONS</p> <p>a. MicroStrategy Intellectual Property Rights. You agree that we or our licensors retain all right, title and interest in and to all MicroStrategy Products (including any related Updates). Except for the limited rights set forth in the Agreement, no right, title or interest in or to any MicroStrategy Products is granted to you. You may not remove or obscure any intellectual property or proprietary rights notices or legends contained in or affixed to any output of the MicroStrategy Products.</p> <p>b. Customer Data & Use to Improve Services. You own all right, title and interest in and to your Customer Data. You grant us a non-exclusive, worldwide, irrevocable license to use the Customer Data for the purpose of operating, supporting or improving the MicroStrategy Products, including in the manner provided to you. Further, we may collect usage and diagnostic data, but not Protected Data, related to your use of the MicroStrategy Products to help us provide, support and improve our MicroStrategy Products.</p> <p>c. Use of MicroStrategy Reports. In certain cases, you may be able to generate reports, analyses, dashboards, dossiers and other similar output from your use of our MicroStrategy Products (“Reports”). Such Reports may contain our Confidential Information, and accordingly may be used solely by you, your Named Users and your other personnel for your internal business purposes and for use with our other MicroStrategy Products, and may not be disclosed to third parties unless specifically provided in an Order Form.</p> <p>d. Evaluation Licenses. We may, in our sole discretion, offer some features or MicroStrategy Products as a preview, or as an alpha, beta, experimental or other pre-release</p>	<p>3. 知识产权与限制</p> <p>a. MicroStrategy 知识产权。您同意我们或我们的许可方保留对所有 MicroStrategy 产品（包括任何相关更新）的一切权利、所有权和权益。除本协议项下的有限权利外，我们未向您授予任何 MicroStrategy 产品的权利、所有权或权益。您不得删除或掩盖 MicroStrategy 产品的任何输出物中包含或附带的任何知识产权或专有权利通知或说明。</p> <p>b. 客户数据与用于改进服务。您拥有您的客户数据的一切权利、所有权和权益。您向我们授予非排他性的、全球范围内、不可撤销的许可，供我们将客户数据用于 MicroStrategy 产品的运行、支持或改进（包括向您提供产品的方式）。此外，我们还可能收集与您使用 MicroStrategy 产品有关的使用和诊断数据（而非受保护数据），以帮助提供、支持和改进 MicroStrategy 产品。</p> <p>c. 使用 MicroStrategy 报告。在某些情况下，您可能能够使用我们的 MicroStrategy 产品生成报告、分析、仪表盘、档案和其他类似成果（“报告”）。该等报告可能包含我们的机密信息，因此仅可由您、您的指定用户和您的其他人员用于您的内部业务目的以及与我们其他 MicroStrategy 产品一起使用之目的，并且不得披露给第三方（除非订购单有明确规定）。</p> <p>d. 评估许可。我们可能会自主决定提供作为预览、alpha、beta、实验或其他预发布版本的某些功能或 MicroStrategy 产品（均称为“评估产品”）。您仅可将评估产品用于内部测试和评估。我们可能会在不通知您的情况下随时中断、修改、终止或停止支持评估产品，并可能决定不普遍提供任何特性和功能。</p>

version (each, an “**Evaluation Product**”). You may use Evaluation Products solely for internal testing and evaluation. We may discontinue, modify, terminate, or cease support for the Evaluation Products at any time without notice to you, and may decide not to make any of the features and functionality generally available. You agree that once you use an Evaluation Product, your content or data may be affected such that you may be unable to revert back to a prior non-evaluation version of the same or similar feature or MicroStrategy Product. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Evaluation Product back to the prior non-evaluation version. Further, you may not be able to recover such content or data if your right to use an Evaluation Product expires before you purchase a right to use MicroStrategy Products on a non-evaluation basis. WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, THAT ANY EVALUATION PRODUCTS AS PROVIDED TO YOU, OR AS MAY BE PROVIDED TO YOU IN THE FUTURE, ARE COMPLETE, VERIFIED, TESTED OR WITHOUT BUGS OR ERRORS, OR FIT FOR ANY PURPOSE. THE EVALUATION PRODUCTS AND ANY RELATED DOCUMENTATION ARE PROVIDED AT ALL RELEVANT TIMES AS IS, INCLUDING ALL FAULTS, AS AVAILABLE.

您同意，一旦您使用评估产品，您的内容或数据可能会受到影响，导致您可能无法恢复到相同或相似功能或 MicroStrategy 产品的先前非评估版本。此外，如果有可能进行这种恢复，则您可能无法将在评估产品内创建的数据返回或恢复到先前非评估版本。此外，如果在您购买以非评估方式使用 MicroStrategy 产品的权利前，您使用评估产品的权利已到期，则您可能无法恢复该等内容或数据。我们明确否认下述明示或暗示的保证，即已经或将来可能提供给您的任何评估产品均是完整的、经过验证、经过测试、无缺陷或错误，或适合任何目的。评估产品和相关文档在所有相关时间均以按原状（包括所有故障）和可用的方式提供。

4. CONFIDENTIALITY

- a. **Confidentiality.** Each party (as “**Receiving Party**”) may receive Confidential Information of the other party in the course of the Agreement. Accordingly, each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), and further agrees to: (i) not use any Confidential Information of the other party (the “**Disclosing Party**”) for any purpose outside the scope of the Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with the Agreement and who are bound by obligations of confidentiality to the Receiving Party not materially less protective of the Confidential Information than those herein. Each party agrees to hold the other party’s Confidential Information in confidence during the term of the Agreement and for a period of five (5) years after the termination or expiration of the Agreement (except that with respect to Confidential Information that qualifies as a trade secret under applicable law, the confidentiality obligations shall be perpetual).
- b. **Permitted Disclosures.** If a Receiving Party is required by law, regulation or court order to disclose Confidential Information of the Disclosing Party, then the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with advance written notice and cooperate in any effort of the Disclosing Party to obtain confidential treatment of the Confidential Information

4. 保密

- a. **保密。**任何一方（作为“接收方”）均可能在本协议过程中接收另一方的机密信息。因此，各方同意采用与保护其自身同类机密信息相同的谨慎程度（但不低于合理的谨慎程度），并进一步同意：（i）不将另一方（“披露方”）的机密信息用于本协议范围外的任何目的；及（ii）除经披露方另行书面授权外，将访问披露方的机密信息的权限限于出于与本协议一致目的需要访问该信息，且向接收方承担的保密义务并不实质低于本协议保护机密信息的力度的接收方的及接收方关联方的员工和承包商。各方同意在本协议期限内以及本协议终止或期满后五（5）年内对另一方的机密信息保密，但根据适用法律构成商业秘密的机密信息的相关保密义务应为永久义务。
- b. **许可披露。**如果法律法规或法院命令要求接收方对披露方的机密信息进行披露，接收方应在法律许可的范围内事先书面通知披露方，并配合披露方为使机密信息获得保密待遇（包括寻求适当的行政或司法救济的机会）而进行的任何工作。
- c. **禁令救济。**接收方承认，披露机密信息会造成重大损害，仅有损害赔偿无法进行充分补救，因而在接收方披露后，除披露方根据法律可能享有的其他救济外，披露方还将有权寻求适当的衡平法救济。
- d. **返还机密信息。**经披露方书面要求，除在正常网络备份过程中制作的电子副本或本协议另有规定外，接收方应及时向披露方返还或销毁包含或反映披露方机密信息的所有材料，并提供书面销毁证明。

<p>including the opportunity to seek appropriate administrative or judicial relief.</p> <p>c. Injunctive Relief. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.</p> <p>d. Return of Confidential Information. Upon written request of the Disclosing Party, except for electronic copies made in the course of normal network backups or as otherwise set forth in this Agreement, the Receiving Party will promptly return to the Disclosing Party or destroy (and provide written certification of such destruction) all materials containing or reflecting any of the Disclosing Party's Confidential Information.</p> <p>e. Personal Data & Data Security. You will not transfer to us or provide us any access to any Protected Data in connection with the Agreement, except for Protected Data related to your contact persons or uploaded or transferred to the MCE Service. We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our Affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements. If you upload or transfer Protected Data to the MCE Service, you will enable encryption of report caches and intelligent cubes which are saved to disk.</p>	<p>e. 个人数据与数据安全。除与您的联系人有关的或者上传或传输到 MCE 服务的受保护数据外，您不得将与本协议有关的任何受保护数据转移给我们或向我们提供访问权限。我们已经采取旨在保障和保护您向我们提供的受保护数据的适当的技术、组织和安全措施，并且我们仅可为履行我们的义务、行使我们的权利、向您提供信息以及遵守我们的法律和审计要求而访问、使用以及向我们的关联方和第三方（包括位于欧洲经济区以外的第三方）转移该等受保护数据。如果您将受保护数据上传或转移至 MCE 服务，您将启用对保存到磁盘的报告缓存和智能多维数据集的加密。</p>
<p>5. TERM AND TERMINATION</p> <p>a. Term. The Agreement is effective as of the effective date of your initial Order Form (except that if the parties mutually execute this MSA before an Order Form, then this Agreement is effective as of the date of this MSA) and will remain in effect until terminated in accordance with the terms of the Agreement. If there are no Order Forms in effect, either party may terminate the Agreement upon written notice to the other party. Further, you may terminate the Agreement for convenience upon written notice to us, as long as you remain responsible for paying all remaining amounts that would have been due under the Agreement had it not been terminated early.</p> <p>b. Right to Terminate. Either party may terminate the Agreement (including all related Order Forms) if the other party: (i) materially breaches the Agreement (and for clarity, a failure to pay fees by Customer or your breach of <u>Section c</u> (Use of MicroStrategy Reports) is a material breach of the Agreement), and fails to cure such material breach within thirty (30) days after receiving written notice from the terminating party; (ii) ceases</p>	<p>5. 期限和终止</p> <p>a. 期限。本协议自您的首张订购单的生效日期起生效（但双方在签订订购单前共同签署本 MSA 的除外，在此情况下，本协议自 MSA 日期起生效），并将一直有效，直至根据本协议条款终止。如不存在有效的订购单，任何一方可在书面通知另一方后终止本协议。此外，您可以在书面通知我们后为方便起见终止本协议，但前提是您仍需支付若非因本协议提前终止而本将到期应付的所有剩余款项。</p> <p>b. 终止权利。如果一方有以下情形，则另一方可终止本协议（包括所有相关订购单）：(i) 严重违反本协议（为明确起见，客户未能支付费用或您违反第 3.c 条（使用 MicroStrategy 报告）属于严重违反本协议），并且未能在收到终止方的书面通知后三十（30）天内纠正前述严重违约；(ii) 在没有继受人的情况下停止运营；或 (iii) 根据任何破产、破产管理、信托契据、偿债安排、和解协议或类似法律程序寻求保护，或者有人对该方启动前述法律程序且</p>

<p>operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days (to the extent such termination is not prohibited by law).</p> <p>c. Effect of Termination. In the event the Agreement is terminated by you due to our material breach of the Agreement or is terminated pursuant to Sections 6.b or a, we will refund you any prepaid fees that have not accrued prior to the date of termination. In the event the Agreement is terminated by us due to your material breach of the Agreement or you terminate for convenience, you will pay all remaining amounts that would have been due under the Agreement had it not been terminated early. Upon your written request within thirty (30) days of the expiration or termination of the Agreement, we will provide you with all Customer Data in our standard database export format at no additional cost to you. Upon termination of the Agreement or all related Order Forms, the Agreement, all MicroStrategy Product licenses and your right to access or receive the Services (and our obligations to provide Services) will terminate. When a MicroStrategy Product license expires or terminates, you will immediately cease using the MicroStrategy Product.</p> <p>d. Survival. <u>Sections 2, a, b, c, the last sentence of d, 4, 5, 6, 7, 8, 9, 10, Exhibit A</u> of this MSA and the Territory-Specific Addenda shall survive the termination or expiration of the Agreement.</p>	<p>该法律程序未在六十（60）天内遭到驳回（前提是法律对该等终止情形未予禁止）。</p> <p>c. 终止的效力。倘若本协议因我们严重违反本协议而由您终止，或根据第 6.b 条或第 9.a 条终止，我们将向您退还在终止日前尚未产生的任何预付费用。倘若本协议因您严重违反本协议而由我们终止，或由您为方便起见而终止，则您将支付本协议项下存在的若非因本协议提前终止而本将到期应付的所有剩余款项。经您在本协议期满或终止后三十（30）天内书面要求，我们将以我们的标准数据库导出格式向您提供所有客户数据，不会向您收取额外费用。本协议或所有相关订购单终止后，本协议、所有 MicroStrategy 产品许可以及您访问或接收服务的权利（以及我们提供服务的义务）将予终止。在 MicroStrategy 产品许可期满或终止时，您将立即停止使用 MicroStrategy 产品。</p> <p>d. 继续有效。 <u>MSA 第 2 条、第 3.a 条、第 3.b 条、第 3.c 条、第 3.d 条最后一句、第 4 条、第 5 条、第 6 条、第 7 条、第 8 条、第 9 条、第 10 条、附件 A 以及特定地区附录</u>应在本协议终止或期满后继续有效。</p>
<p>6. WARRANTY</p> <p>a. Mutual Warranty. Each party represents and warrants to the other party that it has validly entered into the Agreement and has the legal power to do so and, in connection with its performance of the Agreement, shall comply with all laws applicable to it.</p> <p>b. Product Warranty. With respect to any MicroStrategy Products and any Updates you procure under an Order Form (other than Consulting Services, Education Services or Technical Support Service, for which the sole warranty is set forth in <u>Section 6.c</u>), we warrant and covenant during the applicable Order Term (or for perpetually licensed MicroStrategy Software, for a period of six (6) months from the effective date of an Order Form), that (i) such MicroStrategy Products will perform in substantial conformance with the technical specifications in the Documentation, (ii) the functionality of each such MicroStrategy Product will not be materially reduced by us, and (iii) we will scan such MicroStrategy Products using a recognized virus scanning program and we will use commercially reasonable efforts to remove any detected Malicious Code prior to release. Your exclusive remedy and our sole liability for any breach of the foregoing warranty will be (x) the correction of the MicroStrategy Product errors that caused the breach of such warranty, (y) replacement of such MicroStrategy Product with materially functionally equivalent software,</p>	<p>6. 保证</p> <p>a. 相互保证。每一方向另一方陈述并保证，其已有效签订本协议，具有签订本协议的法定权力，并应在履行本协议过程中遵守所有适用法律。</p> <p>b. 产品保证。对于您根据订购单购买的任何 MicroStrategy 产品及任何更新（咨询服务、教育服务或技术支持服务除外，该等服务的唯一保证列于第 6.c 条），我们保证并承诺，在相应订购期内（对于永久许可的 MicroStrategy 软件而言，在订购单生效日期后的六（6）个月内）：(i) 该等 MicroStrategy 产品将基本符合文档中的技术规格，(ii) 我们不会实质缩减前述各项 MicroStrategy 产品的功能，以及 (iii) 我们将使用知名病毒扫描程序扫描该等 MicroStrategy 产品，并将在发布前尽商业上合理的努力清除检测到的恶意代码。就我们违反上述保证而言，您享有的唯一救济以及我们的唯一法律责任为：(x) 纠正导致违反该保证的 MicroStrategy 产品错误，(y) 用功能实质等效的软件替换该 MicroStrategy 产品，或 (z) 尽管我们付出合理努力，但如果我们未在六十（60）天内完成 (x) 或 (y)，则任何一方均可终止受影响的 MicroStrategy 产品的订购单，我们将退还您已经为终止生效日后的期间支付的 MicroStrategy 产品的任何预付费用。</p>

<p>or (z) if we cannot accomplish either (x) or (y) despite using our reasonable efforts after sixty (60) days, then either party may terminate the Order Form for the affected MicroStrategy Product, and we will refund you any prepaid fees paid for the terminated MicroStrategy Product for periods after the effective date of termination.</p> <p>c. Consulting, Education and Technical Support Services Warranty. During the applicable Order Term, we warrant that any Consulting Services, Education Services or Technical Support Services provided by us as part of the Services will be performed (i) in a competent and workmanlike manner in accordance with accepted industry standards and practices, and (ii) in accordance with all material requirements set forth in the applicable statement of work. Your exclusive remedy and our entire liability for any breach of the foregoing warranty will be (x) that we will use commercially reasonable efforts to re-perform such Services in conformance with the foregoing warranty requirements or (y) if we cannot accomplish (x) despite using our reasonable efforts after sixty (60) days, then either party may terminate the affected Service and we will refund you any prepaid fees paid for such Service for periods after the effective date of termination.</p> <p>d. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE MICROSTRATEGY PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THE AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO YOU.</p>	<p>c. 咨询、教育和技术支持服务保证。在相应订购期内，我们保证，我们作为服务一部分提供的咨询服务、教育服务或技术支持服务将 (i) 由我们按照公认的行业标准和惯例以称职和熟练的方式执行，并 (ii) 符合相应工作说明书规定的所有实质性要求。就我们违反上述保证而言，您享有的唯一救济以及我们的全部责任为：(x) 我们将尽商业上合理的努力重新提供符合上述保证要求的服务，或 (y) 尽管我们付出合理努力，但如果我们未能在六十 (60) 天内完成 (x)，则任何一方均可终止受影响的服务，我们将退还您已经为终止生效日后的期间支付的服务的任何预付费用。</p> <p>d. 保证免责声明。除本协议明确规定且适用法律允许外，我们不作任何形式的明示、默示、法定或其他保证，并明确否认所有默示保证（包括关于适销性和适合于特定用途的任何保证）。我们不保证 MicroStrategy 产品无错误或不间断。本协议规定的有限保证是提供给您的唯一排他性保证。</p>
<p>7. INDEMNIFICATION</p> <p>a. Indemnification by MicroStrategy. We will defend you (and your Affiliates, directors, officers, employees and agents), at our expense, from Claims and will indemnify and hold you (and your Affiliates, directors, officers, employees and agents) harmless against Losses incurred by you in connection with such third party Claims, but solely to the extent such third party Claims arise from an allegation that your use of the MicroStrategy Products as contemplated hereunder infringes a third party's intellectual property rights, or death, bodily harm, or damage to tangible personal property due to our personnel's gross negligence or willful misconduct in providing Services on your premises to you. However, we will have no indemnification obligations to you if the Claim or Loss arises from (i) any access, use, reproduction, distribution or modification of any MicroStrategy Product in a manner not authorized under the Agreement or in violation of law; (ii) our use of materials or data (including Customer Data) provided by you or a third party in the manner permitted under the</p>	<p>7. 赔偿</p> <p>a. 由 MicroStrategy 赔偿。我们将自担费用就索赔为您（以及您的关联方、董事、高管、员工和代理人）辩护、并就您因该等第三方索赔而遭受的损失向您（以及您的关联方、董事、高管、员工和代理人）赔偿并使您（以及您的关联方、董事、高管、员工和代理人）免受损害，但前提是该等第三方索赔基于以下原因而产生：对您使用本协议项下的 MicroStrategy 产品侵犯了第三方知识产权的指控，或因我们的人员在您的场所向您提供服务过程中的重大过失或故意不当行为导致的死亡、人身伤害或有形动产损害。但如果前述索赔或损失由于以下事项引起，则我们将不向您承担赔偿责任：(i) 以未经本协议授权或违反法律的方式访问、使用、复制、分发或修改任何 MicroStrategy 产品；(ii) 我们以本协议允许的方式使用您或第三方提供的材料或数据（包括客户数据）；(iii) 您结合非由我们提供的其他产品或服务使用 MicroStrategy 产品；(iv) 您使用</p>

<p>Agreement; (iii) your use of the MicroStrategy Products in combination with any other product or service not provided by us; (iv) your use of a prior version of the MicroStrategy Products; and (v) your use of any Evaluation Product.</p> <p>b. Indemnification Remedy. If we reasonably believe your use of the MicroStrategy Products could result in an indemnification Claim under <u>Section 7.a</u>, then we will have the right, at our option and expense to: (i) replace or modify such MicroStrategy Product to make it non-infringing and of substantially equivalent functionality, (ii) procure for you the right to continue using such MicroStrategy Product under the terms of the Agreement, or (iii) if we are unable to accomplish either (i) or (ii) despite using our reasonable efforts after sixty (60) days, then either party may terminate the Agreement, in which case our sole liability, in addition to the indemnification obligations in this section, shall be to refund you any prepaid fees for the terminated MicroStrategy Product that was to be provided after the effective date of termination.</p> <p>c. Indemnification by Customer. You will defend us (and our Affiliates, directors, officers, employees and agents) at your expense for Claims, and indemnify and hold us (and our Affiliates, directors, officers, employees and agents) harmless against any Losses incurred by us in connection with such third party Claims, to the extent such third party Claims arise from (i) your use of any MicroStrategy Products in violation of the Agreement, (ii) our use of the Customer Data in a manner permitted under the Agreement, and (iii) our following any instructions provided by you in our performance of any Services or creation of any deliverables for you hereunder, if such Claims would not have arisen but for such instructions.</p> <p>d. Indemnification Procedures; Control of Litigation. The indemnifying party's obligations hereunder only arise if the indemnified party: (i) promptly gives written notice of the Claim to the indemnifying party (although a delay of notice will not relieve the indemnifying party of its obligations under this section except to the extent that the indemnifying party is prejudiced by such delay); (ii) gives the indemnifying party sole control of the defense and settlement of such Claim (provided that the indemnifying party may not settle such Claim that imposes liability on, or contains any admission of fault by, the indemnified party, without its consent); and (iii) provides to the indemnifying party, at the indemnifying party's cost, all reasonable information assistance to defend or settle such Claim. This <u>Section 7</u> states the indemnified party's exclusive remedies and the indemnifying party's sole obligations related to the subject matter of these sections.</p>	<p>MicroStrategy 产品的先前版本; 及 (v) 您使用任何评估产品。</p> <p>b. 赔偿救济。 如果我们有合理理由认为您对 MicroStrategy 产品的使用可能导致 <u>第 7.a 条</u> 项下的索赔, 则我们将有权选择自费: (i) 更换或更改该等 MicroStrategy 产品, 使之不再侵权并具有实质同等的功能, (ii) 根据本协议条款为您取得继续使用该等 MicroStrategy 产品的权利, 或 (iii) 尽管我们付出合理努力, 但如果我们无法在六十 (60) 天内完成 (i) 或 (ii), 则任何一方可以终止本协议, 在此情况下, 除本条规定的赔偿义务外, 我们的唯一责任是退还您已经为将在终止生效后提供的被终止的 MicroStrategy 产品预付的任何费用。</p> <p>c. 由客户赔偿。 您将自担费用就索赔为我们 (以及我们的关联方、董事、高管、员工和代理人) 辩护、并就我们因该等第三方索赔所遭受的任何损失向我们 (以及我们的关联方、董事、高管、员工和代理人) 赔偿并使我们的 (以及我们的关联方、董事、高管、员工和代理人) 免受损害, 但前提是该等第三方索赔基于以下原因而产生: (i) 您违反本协议使用 MicroStrategy 产品, (ii) 我们以本协议许可的方式使用客户数据, 及 (iii) 我们在根据本协议向您提供服务或为您创作任何交付成果的过程中遵循您提供的任何指示 (前提是若非因前述指示, 本不会引起该等索赔)。</p> <p>d. 赔偿程序; 诉讼控制。 本协议项下产生赔偿方义务的前提是受偿方: (i) 及时向赔偿方发出索赔的书面通知 (延迟通知不免除赔偿方在本条项下的义务, 但这种延迟对赔偿方产生损害的除外); (ii) 赋予赔偿方针对该等索赔进行辩护及和解的唯一控制权 (但未经受偿方同意, 赔偿方不得针对任何会使受偿方承担责任或承认过失的索赔进行和解); 以及 (iii) 向赔偿方提供 (费用由赔偿方承担) 一切合理的信息和协助以对该等索赔进行辩护或和解。本 <u>第 7 条</u> 规定了受偿方的排他救济以及赔偿方就上述条款主题事项所承担的唯一义务。</p>
<p>8. LIMITATION OF LIABILITY</p> <p>a. EXCLUDED CLAIMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL,</p>	<p>8. 责任限制</p> <p>a. 除外索赔。 在法律许可的最大范围内, 无论一方是否已被告知发生下述损失或损害赔偿的可能性, 该</p>

<p>PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES ARISING UNDER THE AGREEMENT, INCLUDING ANY SUCH DAMAGES FOR LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, COVER COSTS, LOST PROFITS, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (I) A PARTY'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR VIOLATION OF APPLICABLE LAW, (II) YOUR PAYMENT OBLIGATIONS HEREUNDER, (III) A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), AND (IV) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS (COLLECTIVELY, "EXCLUDED CLAIMS").</p> <p>b. Limitation of Liability. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE GREATER OF (I) \$300,000 (OR \$1,000 FOR LIABILITY ARISING FROM USE OF EVALUATION PRODUCTS ONLY) OR (II) THE FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE CLAIM ARISING, EXCEPT THAT FOR ANY LIABILITY ARISING FROM THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA DIRECTLY RESULTING FROM OUR FAILURE TO ABIDE BY OUR DATA SECURITY OBLIGATIONS SET FORTH IN THE AGREEMENT OR THE DOCUMENTATION, OUR TOTAL AGGREGATE LIABILITY TO YOU FROM SUCH CLAIMS WILL BE THE GREATER OF (I) \$600,000 OR (II) TWO TIMES (2x) THE FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE CLAIM ARISING.</p>	<p>方不就本协议项下产生的间接、偶然、特殊、惩罚或衍生性质的损失或损害赔偿（包括对使用损失、数据丢失或不准确、业务中断、延误费用、保险费用、利润损失的任何损害赔偿）向另一方承担责任。前述除外事项不适用于：（i）一方存在重大过失、欺诈、故意不当行为或违反适用法律，（ii）您在本协议项下的付款义务，（iii）一方在第7条（赔偿）项下的义务，和（iv）一方侵犯另一方的知识产权（统称为“除外索赔”）。</p> <p>b. 责任限制。 除涉及除外索赔外，且在法律许可的最大范围内，一方或其关联方因本协议所产生的或与之有关的累计法律责任总额（无论是合同、侵权或其他责任）在任何情况下均不超过（以二者中金额较大者为准）：（i）300,000 美元（或者，对于因使用评估产品而产生的法律责任，不超过 1,000 美元），或（ii）在索赔产生前 12 个月内已经或应当根据本协议支付的费用。但对于因未遵守本协议或文档规定的数据安全义务而直接导致未经授权披露客户数据而产生的责任，我们向您承担的由该等索赔引起的累计法律责任总额将为（以二者中金额较大者为准）：（i）600,000 美元或（ii）在该等索赔产生前 12 个月内已经或应当根据本协议支付的费用两 (2) 倍。</p>
<p>9. GENERAL TERMS</p> <p>a. Right to Assign Agreement. The Agreement will bind and inure to the benefit of each party and their permitted successors and assigns. You may not assign the Agreement without our written consent, except that you may, upon prompt written notice to us, assign the Agreement in connection with a merger, reorganization, or sale of your assets or equity, to your successor. If you assign or transfer the Agreement to a competitor of ours, we may terminate the Agreement upon written notice. Any attempt to transfer or assign the Agreement in violation of this Agreement will be null and void.</p> <p>b. Customer's Name & Logo. Each party has the right to issue mutually-agreed upon press releases that includes a quotation from one of the other party's senior executives. You grant us the right to use your name and logo for the sole purpose of identifying you as a customer and for such press releases.</p> <p>c. Contracting Party, Governing Law & Venue. The MicroStrategy contracting party, governing law and exclusive venue applicable to the Agreement and any lawsuit or other dispute arising in connection with the</p>	<p>9. 一般条款</p> <p>a. 转让协议的权利。 本协议的约束力和利益应延及双方以及双方各自的继受人和受让人。未经我们书面同意，您不得转让本协议，但在您的资产或股权进行合并、重组或出售时，您可在书面通知我们后向您的继受人转让本协议。如果您将本协议转让给我们的竞争对手，我们可书面通知您终止本协议。试图违反本协议转让本协议的行为一概无效。</p> <p>b. 客户的名称和标识。 双方均有权发布双方商定的包括另一方高级管理人员的报价的新闻稿。您向我们授予仅为表明您的客户身份以及用于前述新闻稿而使用您名称和标识的权利。</p> <p>c. 缔约方、适用法律和审判地点。 MicroStrategy 缔约方、适用于本协议的法律和排他审判地点以及本协议有关的任何诉讼或其他争议，将在订购单上“收货地址”所列国家/地区（“地区”）（如 MSA 附件 A 所述）进行裁决，不考虑冲突法规定以及《联合国国际货物销售合同公约》。双方不可撤销地同意 MSA 附件 A 列出的法院具有的排他管辖权和作为审判地点</p>

Agreement will be determined by the country listed under the “Ship To” address on an Order Form (the “Territory”), and are as set forth in Exhibit A of the MSA, without regard to conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. Both parties irrevocably consent to the exclusive jurisdiction of and venue in such courts set forth in Exhibit A of the MSA and waive any right to a jury trial in any such proceeding. In any dispute arising under the Agreement, the prevailing party will be entitled to recover its cost of enforcing its claim, including reasonable attorney fees.

- d. **Territory-Specific Addenda.** Based on the Territory specified in your Order Form, certain territory-specific provisions are set forth in the Territory-Specific Addenda, which supplement and amend this Agreement for your use of MicroStrategy Products under such Order Form. If your Affiliate executes its own Order Form under the Agreement, then any claims between MicroStrategy and such Affiliate regarding such Order Form will be subject to the Territory-Specific Addenda applicable to the Territory in such Order Form.
- e. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to pay fees) if the delay or failure results from any cause beyond such party’s reasonable control, including acts of God, labor disputes or other industrial disturbances, actions of third-parties beyond either party’s control, network intrusions or denial of service attacks, systemic electrical, telecommunications, or other computer, Internet, Internet service provider, hosting facility, hardware, software, power systems or utility failures beyond such party’s control, earthquake, storms or other elements of nature, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.
- f. **Notice.** Unless our Documentation specifies otherwise for certain notices provided by us, any notice, approval or other communication required or otherwise provided for under the Agreement will be in writing and deemed to have been given when (i) personally delivered; or (ii) sent by electronic mail; or (iii) sent by a commercial overnight courier. You will provide such notices to the applicable address set forth in Exhibit A of the MSA based on your Territory. Such notices to you will be sent to the address listed in the Order Form. Each party may modify its recipient of such notices by providing notice to the other party.
- g. **Reseller Agreements.** If you enter into an order for MicroStrategy Products with an authorized MicroStrategy reseller (“Reseller”), (i) such document will constitute an Order Form under the Agreement and (ii) your payment obligations under such order will be to the Reseller, provided that any transactions between you and the Reseller for non-MicroStrategy Products will not be a part of the Agreement. For clarity, your use of our MicroStrategy Products will be governed exclusively by

的地位，并放弃在前述任何诉讼中要求陪审团审判的权利。在因本协议产生的任何争议中，胜诉方将有权就执行其权利主张的所产生费用（包括合理的律师费）获得赔偿。

- d. **特定地区附录。**基于您的订购单指明的地区，特定地区附录规定了某些特定地区的条款，这些条款针对您使用该订购单项下的 MicroStrategy 产品补充并修订了本协议。如果您的关联方在本协议项下签署其自身的订购单，则 MicroStrategy 与该关联方之间关于该订购单的任何索赔将受限于适用于该订购单中的地区的特定地区附录。
- e. **不可抗力。**如果因超出一方合理控制范围的原因导致该方延迟或未能履行本协议项下的任何义务（付款义务除外），则该方无需向另一方承担法律责任。前述原因包括天灾、劳资纠纷或其他工业骚乱，超出该一方控制范围的第三方行为，网络入侵或拒绝服务攻击，系统电力、电信或其他计算机、互联网、互联网服务提供商、托管设施、硬件、软件、电力系统或公用事业的系统性故障，地震、暴风雨雪，或者其他自然因素、禁运、暴乱、公共卫生突发事件（包括流行病和传染病）、政府行为、政府命令或恐怖主义行为或战争。
- f. **通知。**除非我们的文档就我们提供的某些通知作出另行规定，否则本协议项下要求或以其他方式提供的任何通知、批准或其他通信应采用书面形式，并视为在 (i) 专人派送之时发出，或 (ii) 通过电子邮件发送之时发出，或 (iii) 通过商业隔夜快递公司发送之时发出。您将根据您的所在地区向 MSA 附件 A 规定的相应地址提供前述通知。向您发送的该等通知将发送至订购单列出的地址。各方均可向另一方提供通知，以修改通知的收件人。
- g. **转售商协议。**如果您与 MicroStrategy 的授权转售商（“转售商”）签订 MicroStrategy 产品订单，(i) 该文件将构成本协议项下的订购单，并且 (ii) 您在该订购单项下的付款义务将由转售商承担，前提是您与转售商之间有关非 MicroStrategy 产品的任何交易不会成为本协议的一部分。为明确起见，您对我们 MicroStrategy 产品的使用将仅由本协议条款规范，并且本协议将取代您与转售商的订单中的任何附加或冲突条款。除非经过 MicroStrategy 事先书面授权，否则通过转售商签订的任何订单中的条款概不视为对本协议的更改。不予支付在 MicroStrategy 产品订购单项下欠付转售商的费用将构成对本协议的严重违反。
- h. **完整协议与优先顺序。**不论本协议是否有任何相反规定，本协议构成双方之间关于本协议主题事项的完整协议。如果发生冲突，则仅就您使用由订购单规范的相应 MicroStrategy 产品而言，该订购单的条款（不包括客户建议书、采购订单或其他文件的冲突或附加条款，该等条款一概无效）将优先于 MSA 的条款以及其他附录或附件适用。如果特定服务附

the terms of the Agreement, and the Agreement will supersede any additional or conflicting terms in your order with the Reseller. No term in any order entered into via a Reseller will be deemed to modify the Agreement unless pre-authorized in writing by MicroStrategy. Non-payment of fees owed to a Reseller under an order for MicroStrategy Products will constitute a material breach of the Agreement.

h. Entire Agreement & Order of Precedence.

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

i. Cumulative Remedies. Except as otherwise provided in the Agreement, none of the rights, powers or remedies conferred upon any party under the Agreement will be mutually exclusive. Each such right, power or remedy will be cumulative and in addition to every other right, power or remedy available to such party, whether available at law, in equity or otherwise.

j. Relationship of the Parties. The parties are independent contractors. The Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Unless stated in the Agreement, nothing in the Agreement confers or is intended to confer any rights to any person not a party to the Agreement. There are no intended third-party beneficiaries of the Agreement.

k. Export Control. Each party shall comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations (EAR) and the economic sanctions programs implemented by the Office of Foreign Assets Control (OFAC). You acknowledge that (i) the direct or indirect

录与 MSA 发生冲突, 则仅就受限于该特定服务附录的提供给您的相应服务而言, 将以该特定服务附录为准。本协议取代先前和同期有关本协议主题事项的所有书面或口头协议、提议或陈述, 本协议的签订并未依赖本协议以外的任何承诺或陈述。如果本协议的英文版本与所提供的本协议其他版本或译本发生冲突, 则应以本协议英文版本为准。订购单包含的本协议最新版本应适用于您的所有其他订购单。

i. 累积救济。除本协议另有规定外, 本协议赋予任何一方的任何权利、权力或救济均不会相互排斥。前述各项权利、权力或救济将会累积, 并且是对该方在普通法、制定法、衡平法或其他方面可用的其他各项权利、权力或救济的补充。

j. 双方的关系。双方是独立承包商。本协议没有且无意在双方之间建立合伙、特许经营、合资、代理、信托或雇佣关系。除非本协议作出规定, 否则本协议任何规定均没有且无意向本协议签约方以外的任何人授予任何权利。本协议没有拟定第三方受益人。

k. 出口管制。各方应遵守所有适用的进口、再进口、制裁、反抵制、出口和再出口管制法律法规, 包括适用于美国公司的所有该等法律法规, 例如《出口管理条例》(EAR) 和外国资产管制办公室 (OFAC) 实施的经济制裁计划。您承认 (i) 禁止违反美国法律或其他适用法律直接或间接转让 MicroStrategy 产品, (ii) 您不是受限制方也并非位于受限制国家, (iii) 您非由任何受限制方或者其自身或总部位于受限制国家的任何主体控制, 也不代表前述主体或受限制方行事; (iv) 您或您的员工、代理商或承包商均不得向受限制方或受限制国家转让任何 MicroStrategy 产品, 也不得允许此类转让。您不得向《美国联邦法规》第 15 编《出口管理条例》第 744 章规定的最终用户或出于该章规定的最终用途 (包括但不限于核、导弹或化学生物武器活动或系统的设计、生产或使用) 出售、出口、再出口、转让、转移或提供任何 MicroStrategy 产品。

l. 其他规定。本协议以及本协议项下的任何文件可签署一式多份, 每份均应视为正本, 并应视为同一份协议。双方将由手写或电子签名约束。章节标题仅为方便起见, 不得影响本协议的解释。如果本协议任何条款被具有合格管辖权的法院认定为违反法律, 则该条款将由该法院修改并解释, 以便在法律许可的最大范围内尽可能地实现原始条款的目标, 本协议其余条款将继续有效。放弃本协议项下的任何权利仅在采用书面形式且经过弃权方书面签署的情况下有效。对本协议的任何修改、变更或更改必须采用书面形式并经过双方签署。除非本协议 (包括特定地区附录) 另有规定, 否则本协议所称“元”或“\$”或“US\$”均指美元。

<p>transfer of a MicroStrategy Product contrary to United States law or any other applicable law is prohibited; (ii) you are not a Restricted Party or located in a Restricted Country; (iii) you are not controlled by or acting on behalf of any Restricted Party or anyone headquartered or located in a Restricted Country; and (iv) neither you nor any of your employees, agents or contractors will transfer or allow any MicroStrategy Product to be transferred to a Restricted Party or Restricted Country. You shall not sell, export, re-export, transfer, divert, or make available any MicroStrategy Products to an end user or end use specified in 15 C.F.R. Part 744 of the EAR, including but not limited to the design, production, or use of nuclear, missile, or chemical and biological weapons activities or systems.</p> <p>l. Miscellaneous. The parties may execute the Agreement and any documents hereunder in counterparts, each of which will be deemed an original and considered one and the same agreement. The parties will be bound by signatures made by hand or electronic means. Section headings are inserted for convenience only and shall not affect interpretation of the Agreement. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect. A waiver of any right under the Agreement is only effective if it is in writing and only against the party who signed such writing. Any amendment, variation or modification of the Agreement must be in writing and signed by both parties. Unless stated otherwise in this Agreement (including in any Territory-Specific Addenda), all references to “dollars” or “\$” or “US\$” in this Agreement refer to United States dollars.</p> <p>m. MicroStrategy World Event. If you purchase a MicroStrategy World pass via an Order Form, that pass is non-refundable and is only valid for the next MicroStrategy World event occurring following the execution of the Order Form; has no residual value if not redeemed for such next MicroStrategy World event; and may not be used to attend any other MicroStrategy World event.</p>	<p>m. MicroStrategy World 活动。如果您通过订购单购买 MicroStrategy 全球通行证，该通行证不可退款，并且仅对签署订购单后进行的下一次 MicroStrategy World 活动有效；如果该通行证未用于兑换下一次 MicroStrategy World 活动，则其没有剩余价值；该通行证不得用于参加任何其他 MicroStrategy World 活动。</p>
<p>10. DEFINITIONS Unless otherwise specified in the rest of the Agreement, the following capitalized terms will have the meanings specified below.</p> <p>a. “Affiliates” shall mean any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the Agreement, where “Control” means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity.</p> <p>b. “Agreement” means this MSA and its exhibits or addenda (including the Territory-Specific Addenda), any applicable Service-Specific Addenda and Product-Specific Addenda, and any Order Forms that reference this MSA.</p>	<p>10. 定义。除非本协议其余部分另有规定，否则以下粗体术语具有下列含义。</p> <p>a. “关联方”指直接或间接控制本协议一方、由本协议一方控制或与本协议一方受共同控制的任何个人或实体，其中“控制”指具有指导或促使他人指导公司、合伙企业或其他法律实体总体管理的法定权力。</p> <p>b. “本协议”指 MSA 及其附件或附录（包括特定地区附录），任何适用的特定服务附录和特定产品附录，以及引用 MSA 的任何订购单。</p> <p>c. “索赔”指第三方向您提出或提起的权利主张、正式要求、诉讼或法律程序。</p>

- c. **“Claims”** means claims, demands, suits, or proceedings made or brought against you by a third party.
- d. **“Confidential Information”** means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Data will be deemed your Confidential Information without any marking or further designation. All MicroStrategy Software, Services, the terms and conditions of the Agreement will be deemed our Confidential Information without any marking or further designation. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party.
- e. **“Consulting Services”** means the consulting services provided by us according to our then-current Service-Specific Addenda when such services are purchased.
- f. **“CPU”** means a physical core (in a physical computing environment) or a virtual core (in a virtual computing environment) to which an instance of the MicroStrategy Software is assigned, as identified by the operating system in which the MicroStrategy Software is installed.
- g. **“Customer Data”** means software (including machine images), data, text, audio, video, images, or other content of yours or a third-party that you or your representatives utilize with the MicroStrategy Software or upload or transfer to the MCE Service.
- h. **“Documentation”** means the technical documentation or user manuals normally distributed or made available by us in connection with a MicroStrategy Product, including the MCE Service Guide.
- i. **“Education Services”** means the education and training services provided by us according to our then-current Service-Specific Addenda when such services are purchased.
- j. **“Losses”** means any loss, damage or costs finally awarded or entered into in an approved settlement hereunder (including, without limitation, reasonable attorneys' fees).
- k. **“Malicious Code”** means any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.
- l. **“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, Microsoft Azure or Google Cloud environment that includes access to, collectively: (i) the cloud platform version of our MicroStrategy Software licensed by you; (ii) Cloud Support (as defined in the MCE Service Guide); and (iii) the Additional PaaS Components (as defined in
- d. **“机密信息”**指由披露方在披露时表明为机密的所有信息，或者接收方结合所披露信息的性质和披露所处的情形理应知悉属于机密或专有信息的所有信息。所有客户数据将被视为机密信息，无需任何标记或进一步命名。所有 MicroStrategy 软件、服务、本协议的条款和条件将被视为机密信息，无需任何标记或进一步命名。但机密信息不应包括接收方可以证明有以下情形之一的信息：(i) 接收方在收到机密信息之前已经合法拥有或知悉；(ii) 非因接收方过错而属于或变为公众所知；(iii) 接收方在任何保密义务未遭到违反的情况下从第三方合法获得；或 (iv) 由接收方员工独立开发。
- e. **“咨询服务”**指我们根据您购买咨询服务时有效的特定服务附录提供的咨询服务。
- f. **“CPU”**指由安装有 MicroStrategy 软件的操作系统识别的，已分配有 MicroStrategy 软件实例的物理内核（在实际计算环境中）或虚拟内核（在虚拟计算环境中）。
- g. **“客户数据”**指您或您的代表结合 MicroStrategy 软件使用的或者上传或传输到 MCE 服务的软件（包括机器图像）、数据、文本、音频、视频、图像或者您或第三方的其他内容。
- h. **“文档”**指我们通常就 MicroStrategy 产品分发或提供的技术文档或用户手册（包括 MCE 服务指南）。
- i. **“教育服务”**指我们根据您购买教育和培训服务时有效的特定服务附录提供的该等服务。
- j. **“损失”**指本协议项下经批准的和解协议中最终裁定或记载的任何损失、损害或费用（包括但不限于合理的律师费）。
- k. **“恶意代码”**指任何病毒、特洛伊木马、蠕虫、定时炸弹、删除蝇、受损文件或任何其他类似的软件或程序。
- l. **“MCE 服务”**指 MicroStrategy 云环境服务，这是我们代表您在 Amazon Web Services、Microsoft Azure 或 Google Cloud 环境中管理的平台即服务产品，其中包括对下述平台和组件的访问：(i) 由您许可的我们 MicroStrategy 软件的云平台版本；(ii) 云支持（定义见 MCE 服务指南）；和 (iii) 您结合 MicroStrategy 软件使用的附加 PaaS 组件（定义见 MCE 服务指南）。
- m. **“MCE 服务指南”**指在 microstrategy.com 提供的《MCE 服务指南》，以我们可能不时修订的最新版本为准。
- n. **“MicroStrategy 软件”**指根据本协议条款许可或提供给您的在订购单上列明的通用 MicroStrategy 软件产品。
- o. **“MicroStrategy 产品”**指 MicroStrategy 软件和任何其他服务。MicroStrategy 产品清单载于 products.microstrategy.com。

the MCE Service Guide) for your use with such MicroStrategy Software.

- m. **“MCE Service Guide”** means the MCE Service Guide made available at microstrategy.com, as modified from time to time by us.
- n. **“MicroStrategy Software”** means a generally available MicroStrategy software product identified on an Order Form that is licensed or made available to you pursuant to the terms of the Agreement.
- o. **“MicroStrategy Products”** means the MicroStrategy Software and any other Services. A list of MicroStrategy Products is set forth at products.microstrategy.com.
- p. **“Named User”** means a single identifiable individual with unique login credentials enabling use of or access to MicroStrategy Products.
- q. **“Order Form”** means an order form entered into between you and MicroStrategy for the use of any MicroStrategy Products.
- r. **“Order Term”** means the term of the license or service set forth in an Order Form for the provision or use of the relevant MicroStrategy Products, including all renewals in accordance with the Agreement.
- s. **“Product-Specific Addenda”** means the Product-Specific Addenda made available at microstrategy.com, including the MicroStrategy AI Product Addendum, as may be modified from time to time by us.
- t. **“Protected Data”** means any data or information that is considered “Personal Data,” “Protected Health Information,” “Personally Identifiable Information” or similar terms under applicable law.
- u. **“Restricted Country”** means any country or territory that is or becomes subject to comprehensive OFAC sanctions by the United States or another applicable country or prohibited from receiving MicroStrategy Products under applicable export controls (including, but not limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Luhansk People’s Republic (“LNR”), and Donetsk People’s Republic (“DNR”) regions of Ukraine).
- v. **“Restricted Party”** means any person or entity that is (i) listed on any of the lists of persons or entities maintained by the United States government or any other applicable government that prohibit such persons or entities from receiving exports or services; (ii) owned 50% or more by one or more parties on an OFAC list; or (iii) a national or resident of, or an entity or governmental authority in a Restricted Country.
- w. **“Services”** means the cloud-hosted version of the MicroStrategy Software, as well as the MCE Service, Technical Support Services, Education Services, Consulting Services and any other services identified in an Order Form.
- x. **“Service-Specific Addenda”** means the Service-Specific Addenda made available at microstrategy.com, as modified from time to time by us.
- y. **“Taxes”** means taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed

- p. **“指定用户”**指具有能够使用或访问 MicroStrategy 产品的唯一登录凭据的可识别的单一个人。
- q. **“订购单”**指您和 MicroStrategy 就使用任何 MicroStrategy 产品而签订的订购单。
- r. **“订购期”**指订购单列出的用于提供或使用相关 MicroStrategy 产品的许可或服务的期限（包括根据本协议达成的所有展期）。
- s. **“特定产品附录”**指在 microstrategy.com 提供的《特定产品附录》（包括《MicroStrategy AI 产品附录》），以我们可能不时修订的最新版本为准。
- t. **“受保护数据”**指在适用法律项下被视为“个人数据”、“受保护健康信息”、“个人身份信息”或类似术语的任何数据或信息。
- u. **“受限制国家”**指由或变为由美国或其他相关国家/地区实施的 OFAC 全面制裁所约束或被相关进口管制措施禁止接收 MicroStrategy 产品的任何国家或地区，包括但不限于白俄罗斯、古巴、伊朗、朝鲜、俄罗斯、叙利亚和克里米亚，卢甘斯克人民共和国（“LNR”），以及乌克兰顿涅茨克人民共和国（“DNR”）地区。
- v. **“受限制方”**指 (i) 美国政府或任何其他相关政府维持的名单列出的被禁止接收出口商品或服务的任何个人或实体； (ii) 由 OFAC 名单列出的一个或多个主体拥有 50%或以上所有权的任何个人或实体；或 (iii) 受限制国家的国民或居民，或者位于受限制国家的实体或政府部门。
- w. **“服务”**指 MicroStrategy 软件的云托管版本以及订购单列明的 MCE 服务、技术支持服务、教育服务、咨询服务和任何其他服务。
- x. **“特定服务附录”**指在 microstrategy.com 提供的《特定服务附录》，以我们可能不时修订的最新版本为准。
- y. **“税费”**指任何司法管辖区征收的国内或国外的各种税款、征税、关税或类似的政府评税，包括（例如）任何销售税、使用税、商品及服务税、增值税、预扣税或类似税收，但不包括基于 MicroStrategy 的净收入、财产或员工的任何税收。
- z. **“技术支持服务”**指我们根据您购买技术支持和维护服务时在 microstrategy.com 提供的有效的《技术支持服务政策与程序》（以我们不时修订的最新版本为准）提供的该等服务。
- aa. **“特定地区附录”**指在 microstrategy.com 提供的《特定地区附录》，以我们可能不时修订的最新版本为准。
- bb. **“更新”**指在您访问或使用 MicroStrategy 产品后发布的 MicroStrategy 产品的较新商业版本

by any jurisdiction, but excluding any taxes based on net income, property, or employees of MicroStrategy.

- z. **“Technical Support Services”** means the technical support and maintenance services provided by us when such services are purchased according to our then-current Technical Support Services Policy & Procedures made available at microstrategy.com, as modified from time to time by us.
- aa. **“Territory-Specific Addenda”** means the Territory-Specific Addenda made available at microstrategy.com, as modified from time to time by us.
- bb. **“Update”** means a later commercial release of a MicroStrategy Product made available after you access or use the MicroStrategy Product.

Exhibit A
附件 A

Contracting Entity, Governing Law, Venue, Notices
签约实体、适用法律、审判地点、通知

Customer Location 客户位置	MicroStrategy Contracting Entity MicroStrategy 签约实体	Governing Law 适用法律	Venue (courts with exclusive jurisdiction) 审判地点 (具有排他管辖权的法院)	Notices 通知
United States & Canada	MicroStrategy Services Corporation , a Delaware corporation with offices at 1850 Towers Crescent Plaza, Tysons Corner, Virginia, United States 22182	Virginia	Fairfax County, Virginia (state and U.S. federal courts)	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Argentina	MicroStrategy Brasil Ltda. Sucursal Argentina , with offices at Avenida Corrientes 800, 32nd Floor, offices 107, 102 & 103, C1008 CABA, Argentina	Argentina	Buenos Aires	MicroStrategy Brasil Ltda. Sucursal Argentina, Attention: Legal Representative, Avenida Córdoba 1439, 11th Floor, Office 83/84 (C1055AAR), Ciudad Autónoma de Buenos Aires, Argentina; email: cwrequests@microstrategy.com
Australia & New Zealand	MicroStrategy Pty. Ltd. , ABN 59 094 495 020, with offices at Level 4, 68 York Street, Sydney, NSW 2000 Australia	New South Wales	New South Wales	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Austria	MicroStrategy Austria GmbH , with offices at Regus Business Center Twin Tower, Wienerbergstrasse 11, 1100 Wien	Austria	Vienna	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Belgium & Luxembourg	MicroStrategy Belgium BV , with offices at Avenue du Port 86C / 204, 1000 Bruxelles, Belgium	Belgium	Brussels	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Brazil	MicroStrategy Brasil Ltda. , with offices at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil	Brazil	Central Court of the City of São Paulo	MicroStrategy Brasil Ltda., Attention: Legal Representative, at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil; email: cwrequests@microstrategy.com
China, India, Pakistan, Singapore, Taiwan or any other ASEAN country 中国、印度、巴基斯坦、新加坡、台湾或其他东盟国家/地区	MicroStrategy Singapore Pte. Ltd. , with offices at 72 Anson Road, #13-01, Singapore 079911 MicroStrategy Singapore Pte. Ltd. , 办公室位于 72 Anson Road, #13-01, Singapore 079911	Singapore 新加坡	Singapore 新加坡	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com MicroStrategy Incorporated, 收件人: 总法律顾问; 地址: 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; 电子邮件: cwrequests@microstrategy.com
Denmark	MicroStrategy Denmark ApS , with registered offices at 2 Axeltorv, c/o Gorrissen Federspiel, 1609 København V, Denmark	Denmark	Maritime and Commercial Court of Copenhagen	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
France	MicroStrategy France SARL , with offices at 88 Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France	France	Courts of the Paris Court of Appeal	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com

Germany	MicroStrategy Deutschland GmbH , with offices at Gustav-Heinemann-Ufer 56, 50968 Cologne, Germany	Germany	Cologne	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Israel	MicroStrategy Israel Ltd , registered in Israel, with company number 515761740, with registered offices at 58 Harakevet St., Tel Aviv 6777016 Attn: Barnea & Co. Law Offices	England and Wales	England and Wales	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Italy	MicroStrategy Italy S.r.l. , with offices at Corso Italia 13, 20122, Milan, Italy	Italy	Milan	MicroStrategy Italy, S.r.l. Attention: Legal Representative, at Corso Italia 13, 20122, Milan, Italy; email: cwrequests@microstrategy.com
Japan	MicroStrategy Japan Inc. , with offices at Shin-Hanzomon Bldg, 2nd Floor, 13-1 Ichiban-cho, Chiyoda-ku, Tokyo 102-0082, Japan	Japan	Japan	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Korea	MicroStrategy Korea Co., Ltd , with offices at 10th floor, Mirae Asset Tower, 620 Teheran-ro, Gangnam-gu, Seoul 06174, South Korea	Korea	Seoul Central District Court in Korea	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Mexico, Colombia, Uruguay, Bolivia, Paraguay, Peru, Ecuador or any other country located in Central America	MicroStrategy Mexico S. de R.L. de C.V. , with offices at Javier Barros Sierra #495, Piso 2 Oficina 154 Col. Desarrollo Santa Fe Álvaro Obregón Ciudad de Mexico, CP 01376, Mexico	Mexico	City of Mexico D.F.	MicroStrategy Mexico S. de R.L. de C.V., Attention: Legal Representative, Javier Barros Sierra 495, 2nd Floor, office 154, Col. Desarrollo Santa Fe, Álvaro Obregón, Ciudad de Mexico, Mexico CP 01376; email: cwrequests@microstrategy.com
The Netherlands	MicroStrategy Benelux BV , with offices at Papendorpseweg 100, Utrecht 3528BJ, 204 Netherlands	The Netherlands	Amsterdam	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Poland	MicroStrategy Poland sp. z o.o. , with offices at Prosta 67, 00-838 Warsaw, Poland	Poland	Warsaw	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Portugal	MicroStrategy Portugal, Sociedade Unipessoal, Lda , with offices at Rua Mateus Vicente de Oliveira, nº 18, piso 3 - sala 505, 2745-167 Queluz, freguesia de Queluz-Belas e concelho de Sintra, Portugal	Portugal	Lisbon	MicroStrategy Portugal, Sociedade Unipessoal LDA, Attention: Legal Representative, at Regus Lisboa, Avenida da República, 50 1050-196 Lisboa, Portugal; email: cwrequests@microstrategy.com
South Africa	MicroStrategy South Africa (Proprietary) Limited , with registered offices at Twickenham Building, The Campus Cnr Sloane And Main Street, Bryanston 2191, Johannesburg, South Africa	South Africa	High Court of South Africa	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
Spain	MicroStrategy Iberica, S.L.U. , with offices at Plaza Pablo Ruiz Picasso 1, Torre Picasso, Planta 15, 28020 Madrid, Spain	Spain	Madrid	MicroStrategy Iberica, S.L.U. Attention: Legal Department, at Plaza Pablo Ruiz Picasso, Torre Picasso Planta 15, 28020 Madrid, Spain; email: cwrequests@microstrategy.com
Sweden	MicroStrategy Sweden AB , with offices at Mäster Samuelsgatan 60, 111 21 Stockholm, Sweden	Sweden	Maritime and Commercial	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com

			Court of Stockholm	
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United Arab Emirates, Kuwait, Bahrain, Oman, Saudi Arabia, Lebanon, Egypt, Qatar and Jordan	MicroStrategy Middle East FZ-LLC , a Free Zone Limited Liability Company, registered in the Emirate of Dubai, with company number 21051, with registered offices at Dubai Internet City, Building 20, Floor 1, Office 106, Dubai, United Arab Emirates	England and Wales	England and Wales	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com
United Kingdom, Greece, Serbia, Slovakia, Hungary, Ireland, Slovenia, Macedonia, Bulgaria, Estonia, Croatia, Norway, Chile or in any other country not otherwise provided for in this Exhibit A	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	England and Wales	England and Wales	MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: cwrequests@microstrategy.com