



ADDENDUM – MICROSTRATEGY AI PRODUCT TERMS

附录 - MicroStrategy AI产品条款

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

本附录补充并修订了您与我们就规范MCE服务达成的现有协议（“现有协议”，经本附录补充、修订后的版本称为“协议”），适用于MicroStrategy AI产品（“AI产品”）的提供。如果本附录与现有协议之间有任何冲突，则以本附录为准。

<p>1. <u>Access Grant.</u> You may grant your Named Users access to our AI Product as an add-on to the MCE Service in accordance with the access grant provision in the Existing Agreement and in accordance with applicable law.</p> <p>2. <u>Consumption-Based Licensing and Auto-Replenishment.</u> Except where your licensing of the AI Product is based on Named Users under the “MicroStrategy AI User” SKU, for each AI Product quantity you license, you may consume up to twenty thousand (20,000) Questions (as defined in the MCE Service Guide) for a period of up to twelve (12) months beginning on the order Effective Date and, in the case of a replenishment, from the beginning of the replenishment effective date (each period, a “<u>Use Period</u>”). Unconsumed Questions are automatically forfeited at the earlier of (a) the end of the Use Period, or (b) termination or expiry of the MCE Service term, and do not carry over to any subsequent Use Periods. Upon the earlier of the expiration of the Use Period or the full consumption of 20,000 Questions, we will automatically replenish your right to consume an additional 20,000 Questions for each licensed AI Product quantity for a subsequent Use Period, each at the then current list price for such Product, unless you provide written notice to us that you desire not to auto-replenish (a) at least ninety (90) days before the expiration of the then current Use Period, or (b) before 18,000 Questions have been consumed, whichever occurs first. Our AI Product is otherwise non- cancelable by you, and non-refundable.</p> <p>3. <u>Operating Environment.</u> Notwithstanding anything to the contrary in the Agreement, we may provide our AI Product to you from an environment that is different from the operating environment specified on your MCE Service order.</p> <p>4. <u>Use of Our AI Product.</u> Subject to the terms and conditions of the Agreement, it is your choice how to use our AI Product and it is your responsibility to determine whether your use of our AI Product is consistent with your own internal standards and the laws applicable to you, and you are solely responsible for such use. It is your responsibility to determine whether and which users within your organization should be given notice that you are enabling use of our AI Product. You should implement meaningful human oversight regarding your use of our AI Product, and you agree not to rely solely upon our AI Product for any decisions that may have consequential impact on an individual, including but not limited to legal standing, financial position, life or job opportunities, human rights, and the potential for physical or psychological harm.</p>	<p>1. 授予访问权限 您可以根据现有协议中的授予访问权限条款和适用法律向您的指定用户授予AI产品的访问权限（作为MCE服务附加组件）。</p> <p>2. 基于消费的许可和自动补充 除非您的 AI 产品许可是基于 “MicroStrategy AI User” SKU 下的指定用户，对于您许可的每个AI产品数量，您可在订单生效日以及（对于补充）补充生效日期后最长十二（12）个月的期间（每段期间均称为“使用期”）内消耗最多两万（20,000）个问题（定义见 MCE 服务指南）。未消耗的问题将于 (a) 使用期结束之日或 (b) MCE服务期限终止或届满之日（以较早日期为准）自动作废，不会结转至任何后续使用期。当使用期提前结束或消耗完20,000个小时时，除非您 (a) 在该使用期结束至少九十（90）天前或 (b) 在消耗完18,000个小时前（以较早日期为准）书面通知我们您不希望自动补充，我们会按照相应产品在当时的有效标价，自动补充您在后续使用期内针对每个授权AI产品数量额外消耗 20,000 个小时的权利。您无法以其他方式取消我们的AI产品，并且我们概不为AI产品提供退款。</p> <p>3. 操作环境 尽管协议中有任何相反规定，但我们向您提供AI产品所处的环境可能不同于您的MCE服务订单中规定的操作环境。</p> <p>4. 使用AI产品 在遵守协议条款和条件的前提下，您自行选择如何使用我们的AI产品，您负责确定您对AI产品的使用是否符合您的内部标准以及适用于您的法律，并自行承担此种使用行为的责任。您还负责确定是否应向您的组织内的用户告知您对AI产品的启用以及应向前述哪些用户告知。您应就使用AI产品的行为实施有效的人工监督，并同意不会完全依赖AI产品作出可能对个人产生后果影响的任何决定（包括但不限于法律资格、财务状况、生活或工作机会、人权以及潜在的身体或心理伤害）。</p>
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5. **Indemnification.** Notwithstanding anything to the contrary in the Agreement, our obligation to defend and indemnify you against third-party claims related to the operation or use of our AI Product will be limited solely to any indemnification provided to us by the applicable third party or parties whose generative AI service(s) are integrated into our AI Product.

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

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

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

5. **补偿** 尽管协议有任何相反规定，但在第三方就 AI 产品的运行或使用提起索赔时，我们向您承担的抗辩和赔偿义务将仅限于拥有集成到AI产品的生成式AI服务的相关第三方向我们提供的任何赔偿。

6. **责任限制** 尽管协议有任何相反规定，我们及我们所有的关联公司和许可方对您和您的所有关联公司所负的和AI产品相关的累计责任总额，将不会超过您首次提出赔偿请求之前的十二（12）个月内您向我们支付的AI产品的费用金额。

7. **暂停** 如果第三方暂停或终止我们访问集成该第三方生成式AI服务的AI产品的权限，则我们可以暂停或终止您对AI产品的访问或使用。

8. **其他规定** 您不得将AI产品用于可能被合理视为具有冒犯性或者引起任何法律责任的任何行为或内容，其中包括但不限于使用、描述、突出或推广：涉及对儿童进行性侵害或性引诱的剥削和虐待；与未达到同意年龄的自然人进行可能导致剥削或操纵的互动；非自愿的亲密行为；性引诱或人口贩卖；自杀或自残；暴力或血腥画面；恐怖主义或暴力极端主义；暴力威胁、煽动暴力和美化暴力，仇恨言论和歧视，霸凌和骚扰；故意欺骗或可能对公共利益产生不利影响；未经相关人员明确同意且未经我们批准而推断与此类人员有关的敏感信息。尽管协议有任何相反规定，您不得对AI产品开展渗透测试。您不得（且不得协助或鼓励任何人）将AI产品用于：
(a) 尝试未经授权访问或者破坏任何数据或帐户；(b) 存储或传输垃圾邮件；或 (c) AI产品的故障可能导致死亡、严重的人身伤害或者严重的物理或环境损害的任何情形。您不得将AI产品用于创建您自身的聊天机器人。