



## SOFTWARE LICENSE TERMS AND CONDITIONS

### 軟體許可條款和條件

March 2016

2016年3月

These Software License Terms and Conditions (“Agreement”) apply to an order that incorporates these terms and conditions entered into between an affiliate of MicroStrategy Incorporated (“we,” “us,” “our”) and the entity ordering Products or services identified on the order (“you,” “your”).

本軟體許可條款和條件（本“協議”）適用於含有 MicroStrategy Incorporated（本“公司”）關聯公司與訂購訂單中所列產品或服務的當事方（“貴方”）達成的條款和條件的訂單。

<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 software products (each, a “<u>Product</u>”) on servers and workstations under your control or under the control of your third party service provider in the country to which the Products are delivered; and (b) Use Products (including the user documentation normally distributed or made available as part of the Products (“<u>Documentation</u>”)) in support of your internal business operations, each in a manner consistent with the license type(s) and terms specified on an order. “<u>Use</u>” means to (i) grant Named Users located anywhere in the world access to the Products; and (ii) enable the Products to email reports and dashboards to Named Users located anywhere in the world; and (iii) enable the Products to deliver reports to a file server or printer to be accessed by Named Users located anywhere in the world. Your Use of a Product will be under a Named User or CPU license type, as specified on an order. “<u>Named User</u>” means a single individual designated by you as a user of a Product on a non-temporary basis. “<u>CPU</u>” means a physical or virtual core to which an instance of a Product is assigned in support of an unspecified number of Named Users in the environment specified on an order. We will supply each Product to you by making it available to you via an electronic download. You may make additional copies of the download files containing the Products for archival purposes.</p>	<p><b>1. 授予許可。</b> 根據本協議的條款和條件及適用法律，本公司授予貴方及貴方的關聯公司一項非排他性且不可轉讓的許可，從而按照訂單上的許可類型和期限，(a) 在產品交付的國家，貴方或貴方的協力廠商服務提供方所控制的伺服器和工作站上安裝本公司的軟體產品（各自稱為“<u>產品</u>”）；以及 (b) 為了貴方的內部業務經營而使用產品（包括作為產品的組成部分而通常交付或提供的用戶文檔（“<u>文檔</u>”））。“<u>使用</u>”指 (i) 授權全球任何地方的指定使用者獲得產品；以及 (ii) 讓產品以電子郵件方式向全球任何地方的指定使用者發送報告和資訊匯總；且 (iii) 讓產品將報告發送至全球任何地方的指定用戶可以使用的檔案伺服器或印表機。貴方使用產品的類型為指定使用者許可或中央處理器（CPU）許可（按訂單的描述）。“<u>指定用戶</u>”指貴方指定的，非暫時使用產品的個人。“<u>中央處理器（CPU）</u>”指為了支援訂單中所列環境中不定數量的指定使用者而被分給產品實體的物理或虛擬內核。本公司將以電子下載方式提供每一產品給貴方。貴方可為存檔之目的將包含產品的下載檔案製作多個備份。</p>
<p><b>2. Technical Support Services.</b> “<u>Technical Support Services</u>” refers to the technical support and maintenance services provided by us according to our then-current technical support policy and procedure listed at <a href="http://www.microstrategy.com">http://www.microstrategy.com</a> when the services are purchased. We will provide you the level of Technical Support Services specified on an order. Each applicable order for perpetual Product licenses will state the price of standard Technical Support Services for a period of one year commencing on the date of delivery of those Products. Except as otherwise specified on an order, (a) upon expiration of the initial year of service, you have the option to renew second year standard Technical Support Services at the stated amount on the order; and (b) you agree to renew</p>	<p><b>2. 技術支援服務。</b> “<u>技術支援服務</u>”指購買服務時根據 <a href="http://www.microstrategy.com">http://www.microstrategy.com</a> 中列明的屆時有效的技術支援政策和流程，本公司提供的技術支援和維修服務。本公司將向貴方提供訂單上所列水準的技術支援服務。永久性產品許可的每一相關訂單將列明從交付產品之日起的一年內標準技術支援服務的價格。除非訂單中另有說明，(a) 在首個服務年屆滿後，貴方可選擇以訂單中列明的價格，續訂第二年的標準技術支援服務；並且 (b) 貴方同意續訂標準技術支援服務，除非貴方在當前服務期屆滿前九十(90)天書面通知本公司貴方不再續訂貴方所有產品許可中的技術支援服務。按年許可的標準技術支援服務已包含在該年許可費中。對每一產品許可而言，作</p>

<p>standard Technical Support Services unless you provide written notice to us at least ninety (90) days before expiration of the then current term that you desire to have your Technical Support Services lapse on all of your Product licenses. Standard Technical Support Services for annual term licenses is included as part of the term license fee. For each Product license, we will deliver to you, at your request, a later commercial release of that Product (“Update”) at no charge as part of a Technical Support Services subscription. Updates will not include new products that we market separately.</p>	<p>為技術支援服務訂購的一部分，本公司將應貴方的要求免費提供該產品的後續商業版本（“更新”）。更新中不包括本公司單獨行銷的新產品。</p>
<p><b>3. <u>Certain Obligations and Restrictions.</u></b> You are responsible for your Named Users’ compliance with this Agreement. You will not (a) copy, display, distribute, or otherwise use the Products in any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify the Products; or (c) reverse engineer, decompile or disassemble the Products or the metadata created by the Products; or (d) disclose results of any benchmarking tests without our prior consent; or (e) use the Products in a manner that violates an individual’s privacy right set forth by statute, rule, regulation or case law.</p>	<p><b>3. <u>某些義務和限制。</u></b> 貴方應確保指定使用者遵守本協議。貴方不得 (a) 以未經本協議明確授權的任何方式或為了未經本協議明確授權的任何目的複製、展示、分銷或以其他方式使用產品；(b) 創建產品的衍生作品或以其他方式修改產品；(c) 反向工程、反編譯或者反彙編產品或者由產品創建的元數據；(d) 未經本公司事先同意，披露任何重大測試結果；或 (e) 以法令、規則、法規或案例法所規定的侵犯個人隱私權的方式使用產品。</p>
<p><b>4. <u>Security Products.</u></b> When you receive access to our security Products as part of a delivery of our analytics and mobility Products, you may only use those security Products to authenticate access to analytics reports. You are responsible for (a) configuring the security Products to integrate with your network and the Security Applications; and (b) making available to your Named Users terms of use and a privacy policy for the Security Applications that is consistent with the terms of use and privacy policy we include as part of the Security Applications on each platform where the Security Applications are available (e.g., the Apple App Store for iOS devices and the Google Play Store for Android devices). “Security Application” means the iOS and Android versions of any of our proprietary, standard mobile security software applications that users can download onto their smartphones, as may be modified by us from time to time. OUR SECURITY PRODUCTS ARE NOT DESIGNED TO AND WILL NOT BE USED 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 OR LOSS, AND YOU AGREE NOT TO USE THEM TO MANAGE SUCH ACCESS UNLESS YOU PROVIDE A FAILSAFE MECHANISM FOR LOCAL BYPASS OF THE SECURITY PRODUCTS FOR USE IN AN EMERGENCY FOR WHICH YOU WILL BE FULLY RESPONSIBLE.</p>	<p><b>4. <u>安全產品。</u></b> 當貴方獲得了與分析和移動產品一併交付的本公司的安全產品時，您僅可將這些安全產品用於驗證是否有資格獲取分析報告。貴方應負責 (a) 將安全產品配置於您的網路和安全應用程式中；並 (b) 將安全應用程式的使用條款和隱私政策提供給貴方的指定用戶，該等使用條款和隱私政策與可獲得安全應用程式的每個平臺上該安全應用程式的使用條款和隱私政策一致（例如，針對 iOS 設備的蘋果應用商店以及針對安卓設備的 Google Play 商店）。“安全應用程式”指本公司不時修訂的，本公司的任何專有、標準移動端安全軟體應用程式的 iOS 和安卓系統版本，使用者可將該等軟體下載至自己的智慧手機中。本公司的安全產品並非也不會用於管理以物理或邏輯方式進入以下設施或系統，即，延遲進入或未進入該等設施或系統可能威脅健康或安全，造成財產、環境或類似損害或損失，且貴方同意在管理進入上述設施或系統時不使用這些安全產品，除非貴方能提供一種旨在在緊急情況下使用的，繞開安全產品的自動防故障機制，且貴方對此承擔全部責任。</p>
<p><b>5. <u>Intellectual Property Ownership.</u></b> We, our affiliates</p>	<p><b>5. <u>智慧財產權所有權。</u></b> 本公司、本公司的關聯公司及</p>

<p>and our licensors will own all right, title and interest in and to the Products. The Products are licensed and not sold. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “<u>Trademarks</u>”). 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>許可方將擁有產品的所有權利、權屬及利益。以許可方式提供（而非出售）產品。每一方將擁有並保留商標、標誌及其他商標元素（合稱為“商標”）中的所有權利。如果一方因為本協議將其商標中的任何權利或許可授予另一方，另一方使用該等商標時需遵守該商標所有人書面規定的合理商標指引。</p>
<p><b>6. Term and Termination.</b> Orders and Product licenses may only be terminated according to this section. You may terminate any order or Product license at any time by providing written notice to us. We may terminate any order or Product license upon written notice to you (a) if you breach a material provision of this Agreement and fail to cure the breach within thirty (30) days following such notice; or (b) under the “Indemnification” and “Limited Warranties and Remedies” sections. Upon termination of all orders, this Agreement and all Product licenses will terminate and all fees that you are obligated to pay as of the date of termination will be immediately due and payable. When a Product license terminates, you will immediately cease using the Product.</p>	<p><b>6. 期限和終止。</b> 訂單和產品許可僅可根據本條規定終止。貴方可在書面通知本公司後隨時終止任何訂單或產品許可。如出現以下情況，本公司可在書面通知貴方後終止任何訂單或產品許可：(a) 貴方實質性違反本協議並且在本公司發出書面通知後的三十(30)天之內未能糾正違約行為；或 (b) “補償”和“有限保證和救濟”條款中規定的情形。在所有訂單終止後，本協議及所有產品許可將終止，截至終止日貴方應支付的所有費用應立即到期應付。貴方應在產品許可終止時立即停止使用產品。</p>
<p><b>7. Indemnification.</b> We will defend you, at our expense, against any claim, demand, suit, or proceeding (“<u>Claim</u>”) brought against you by a third party alleging that a Product 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, provided that you (a) promptly give us written notice of the Claim; and (b) give us sole control of the defense and settlement of the Claim (provided that we may not settle any Claim that imposes liability on, or contains any admission of fault by, you without your consent); and (c) provide to us all available information and reasonable assistance necessary for us to defend or settle the Claim; and (d) have not compromised or settled the Claim without our written approval. If your use of a Product is enjoined in connection with the Claim, 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 license to and use of the Product and refund the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated. We will have no indemnification obligation, and you will indemnify us pursuant to this Agreement, for any Claim arising from or based upon (i) 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 (ii) any modification of a Product not authorized by us in writing, if the Claim would not have arisen without</p>	<p><b>7. 補償。</b> 就第三人指控產品侵犯或盜用第三人智慧財產權權利而引發的任何索賠、要求、訴訟或法律程式（“索賠”），本公司將自行承擔費用為貴方進行抗辯、賠償貴方並使貴方免於因最終對第三人申訴人作出的裁決或就索賠達成的和解遭受損害，但前提是貴方：(a)及時書面通知本公司索賠情況；(b)給予本公司對索賠進行抗辯與和解的唯一控制權（但前提是本公司不得在未經貴方同意的情況下，達成對貴方施加責任或包含要求貴方承認過錯的任何和解）；(c) 向本公司提供為索賠進行抗辯或和解所需的一切可獲得的資訊及合理的協助；以及(d) 未經本公司書面批准，不就該等索賠達成妥協或和解。如果貴方因索賠而被禁止使用產品，本公司可選擇將產品修改至不侵權的狀態（同時實質上保留其效用與功能性）或取得允許繼續使用產品的許可，或在這兩種變通方式在商業上均不可行的情況下，則本公司可終止貴方的許可或對產品的使用，並退還許可費及就產品支付的任何未使用但已支付的技術支援服務費，但條件是產品許可已終止。對於產生自或基於以下情況的任何索賠，本公司無賠償義務，而貴方則應依照本協議賠償本公司：(a)濫用或擅自使用產品，或者在文檔所指定的產品使用範圍以外使用產品，而在不存在該等使用的情況下原本不會發生索賠，或(b)未經本公司書面授權而對產品進行任何改動，而在不存在該等改動的情況下原本不會產生索賠，或(c)使用任何產品先前的版本，而在使用產品的更新版本的情況下本會避免該等索賠，或 (d) 將產品與非由本公司作為產品一部分提供的任何協力廠商產品、服務或業務流程組合，而在不存在該等組合的情況下原本不會產生索賠。本條的規定列明瞭本公司</p>

<p>such modification; or (iii) use of a prior version of a Product, if use of a newer version of the Product would have avoided the Claim; or (iv) the combination of a Product with any third party products, services or business processes not provided by us as part of the Product, if the Claim would not have arisen without such combination. 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>對貴方的唯一的、排他性的和全部責任，並且是貴方就侵犯第三人智慧財產權的唯一救濟。</p>
<p><b>8. Limited Warranties and Remedies.</b></p> <p>We warrant that (a) for a period of six (6) months from the effective date of an order (“Warranty Period”), each Product listed on the order and Updates delivered for the Product during the 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; and (c) we will not materially decrease the level of Technical Support Services provided during an active subscription to such Technical Support Services; and (d) 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 warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (i) the correction of the Product errors that caused the breach of the warranty; or (ii) replacement of the Product; or (iii) 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. For any breach of the warranty set forth in subsection (d) above, your exclusive remedy and our entire liability will be re-performance of the services at no cost to you.</p>	<p><b>8. 有限保證和救濟。</b></p> <p>本公司保證：(a) 在訂單生效日後的六（6）個月期限內（“保證期”），訂單所列的每一產品以及在保證期內就該等產品所交付的更新將在實質上符合文檔中載明的技術規範；以及(b) 本公司在發佈產品之前使用全國公認的病毒掃描程式掃描產品的每一個版本，並將在發佈該版產品之前移除病毒掃描程式發現的任何病毒；以及 (c) 在該等技術支援服務訂購有效期內，本公司不會大幅降低所提供技術支援服務的水準；以及(d) 本公司的雇員和承包商應以符合一般公認的行業標準和實踐做法的方式提供訂單所載明的服務。就違反上文(a)款所列任何保證而言，貴方唯一的救濟以及本公司的全部責任為：(i) 糾正造成違反保證的產品錯誤；(ii) 替換產品；或 (iii) 如果本公司無法實施前述措施，則退還許可費以及產品未使用且已支付的技術支援服務費，但前提是產品許可已終止。就違反上文(b)款所列任何保證而言，貴方唯一的救濟以及本公司的全部責任為：本公司重新履行服務且費用由本公司承擔。</p>
<p>Each party warrants that any individual who signs this Agreement and any order governed by the 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>雙方彼此做出保證：任何代表該方簽署本協議及本協議項下之任何訂單的個人均有權代表該方簽署本協議或該等訂單，並且在行使其在本協議項下權利以及履行其在本協議項下義務時遵守所有成文法、法律法規和規定。</p>
<p>You acknowledge that the direct or indirect transfer of Products contrary to United States law, or any other applicable law, is prohibited. You warrant that (i) you are not a Restricted Party; and (ii) you are not controlled by or acting on behalf of any Restricted Party; and (iii) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party.</p>	<p>貴方確認，禁止違反美國法律或任何其他適用法律直接或間接轉讓產品。貴方保證：(i) 貴方不是受限方；以及 (ii) 貴方不受任何受限方控制，也不代表任何受限方行事；以及(iii) 貴方及貴方的任何員工、代理或承包方不得且不得允許將產品轉讓給受限方。“受限方”指以下任何個人或實體：(1) 美國政府禁止接受出口或服務的任</p>

<p>“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.</p>	<p>何人員和實體清單中的個人或實體；或(2)由於反恐原因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。</p>
<p>NO OTHER WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON-INFRINGEMENT.</p>	<p>本公司不對產品作出其他明示或默示保證或承諾，包括但不限於對於適銷性、對於特定目的適用性、系統集成、權屬、滿意品質及不侵權的任何默示保證。</p>
<p><b>9. Limitation of Liability.</b> EXCEPT FOR OUR OBLIGATIONS UNDER THE “INDEMNIFICATION” SECTION, THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF YOUR AFFILIATES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. 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, 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 FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.</p>	<p><b>9. 責任限制。</b>除在“補償”條款項下的義務之外，本公司、本公司的所有關聯公司及許可方就本協議對貴方及貴方的所有關聯公司的累計責任總額不得超過貴方提出第一項索賠前十二（12）個月內已付的或應付費用的金額。無論何等情況，本公司或本公司的任何關聯公司或許可方均不會因合約、侵權或其他原因對貴方或貴方的任何關聯公司承擔任何間接的、特殊的、附帶的、伴隨性的或懲戒性損害責任，即使本公司或本公司的任何關聯公司或許可方已經被告知此類損害的可能性，以及即使約定的救濟未能達到其基本目的或由於任何其他理由而不可強制執行。</p>
<p><b>10. Orders and Payment.</b> 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 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. 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 such orders so that all amounts payable by you become immediately due and payable. In addition,</p>	<p><b>10. 訂單和付款。</b>在簽署訂單後，貴方將根據訂單條款獲得發票。在開票日後的三十（30）天內，貴方將全額支付發票所列金額的所有到期費用，如果在此期間未能支付則視為逾期未付。所有費用為稅後金額，相關任何稅費由貴方承擔，但本公司的所得稅除外。發票相關的任何爭議必須在開票日期後的三十（30）天內提起，否則將視為該發票正確無誤。如果受本協議管轄的任何無爭議發票在到期後的三十（30）天仍未付款，本公司可使該等訂單下的所有未付費用義務提前到期（且不限制本公司的其他權利和救濟），從而使得貴方應付的所有款項立即到期應付。此外，到期日後未付的任何款項將從到期日至實際支付該等款項之日，按照每月百分之一</p>

<p>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>點五（1.5%）或法律允許的最高利率收取滯納金（以較低者為準）。除非另有說明，所有訂單均為實盤訂單，貴方不得取消、返還、退款或抵消。</p>
<p><b>11. Audit.</b> You will keep accurate and complete records relating to your activities under this Agreement. At our request but not more than once annually, we may audit such records and your use of the Products.</p>	<p><b>11. 檢查。</b> 貴方將保留本協議項下活動的相關準確、完整記錄。經要求（但不超過一年一次），本公司可檢查貴方的該等記錄以及對產品的使用。</p>
<p><b>12. Data Protection.</b> You will not transfer to us or provide us any access to any data or information that is subject to regulation under Applicable Data Protection Law (“<u>Protected Data</u>”) in connection with this Agreement, including without limitation 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. “<u>Applicable Data Protection Law</u>” 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, without limitation, the European Union Directives governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security. 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. You are responsible for providing any notices and obtaining any consents and approvals required to collect, process, transfer, maintain and use the data collected by you in connection with your use of the Products.</p>	<p><b>12. 資料保護。</b> 貴方不會因為本協議向本公司轉移受到相關資料保護法保護的任何資料或資訊（“<u>受保護資料</u>”），也不會准許本公司接觸該等資料或資訊，包括但不限於個人資料、受保護健康資訊以及個人識別資訊（定義參見相關資料保護法），但與貴方連絡人有關的受保護資料除外。“<u>相關資料保護法</u>”指目前及屆時生效時，以任何方式與受保護資料的隱私、保密或安全有關的所有相關國際、聯邦、州、省和地方法律、法規、規定、指引及政府要求，包括但不限於規制一般資料保護的《歐盟指令》以及涉及隱私、資料保護、保密或資訊安全的所有相關行業標準。為了保護貴方提供的受保護資料，本公司已採取恰當的技術、組織及安全措施，且本公司可僅為了履行義務和行使權利、向貴方提供資訊、以及遵守本公司的法律和審計上的要求而接觸、使用並向本公司的關聯公司及協力廠商（包括歐洲經濟區以外的協力廠商）轉移該等受保護資料。對於貴方在使用產品過程中收集的資料，貴方應負責發出收集、處理、轉移、保存和使用該等資料所需的任何通知，並獲得所需的任何同意及批准。</p>
<p><b>13. Notices.</b> All 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>13. 通知。</b> 所有通知將為書面形式，並在以下情況下視為已發出：(a) 專人遞送；或(b) 以電子郵件發出；或(c) 通過商業隔夜快遞發送。貴方可將通知發送至：MicroStrategy Incorporated，收件人：法務總監，地址：1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States；電子郵件：<a href="mailto:crequest@microstrategy.com">crequest@microstrategy.com</a>。</p>
<p><b>14. Assignment.</b> This Agreement may not be assigned or otherwise transferred in whole or in part by you, including by</p>	<p><b>14. 轉讓。</b> 在獲得本公司事先書面批准前，貴方不得（包括根據法律規定）出讓或以其它方式轉讓本協議的全部</p>

<p>operation of law, without our prior written approval.</p>	<p>或部分。</p>
<p><b>15. Other Provisions.</b> Each party will treat the other party’s confidential information with the same care as it treats its own confidential information and, upon termination of this Agreement, will return to the other party any of its confidential information under its control. The latest version of this Agreement incorporated into an order governs all of your prior orders. 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, <b>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.</b> This language is provided as part of our compliance with the applicable Executive Orders, statutes and regulations regulated by the Department of Labor. 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. As between this Agreement and an order, the latter prevails but only with respect to that order. This Agreement also supersedes the terms of a “click-wrap” license included in the Products. Neither party will be responsible for delay of performance due to causes beyond its control. This Agreement and the parties’ relationship under it will be interpreted under and governed by the laws of the Commonwealth of Virginia and controlling United States federal law, or if the Order was signed with an affiliate of MicroStrategy Inc, by the laws of that country having jurisdiction over that affiliate, 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, the parties’ relationship under it or the Products will be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Fairfax County, Virginia or if the Order was signed with an affiliate of MicroStrategy Inc, by the courts of that country having jurisdiction over that affiliate. 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 but not limited to reasonable attorney fees. When you access any product, service, content or item of a third party (each, a “Third Party Solution”) with connectors included as part of the Products, you agree and acknowledge that (a) you may</p>	<p><b>15. 其他規定。</b> 每一方在對待另一方的保密資訊時，將盡到其對待自有保密資訊時的同等注意義務，並將在本協議終止後把其控制的任何保密資訊返還給另一方。訂單中加入的本協議最新版對於貴方所有之前的訂單均有效。本公司為聯邦承包商。因此（但僅在適用的情況下），《美國聯邦法規彙編》第 41 章第 60-1.4(a)條中的公平機會條款以及第 29 章第 471 條（A 節之附件 A）中的雇員通知條款通過引用方式併入本協議。此外（但僅在適用的情況下），<b>貴方將遵守《美國聯邦法規彙編》第 41 章第 60-300.5(a)條和第 60-741.5(a)條的要求。這些規定禁止因為退伍軍人受保護的身份或殘疾歧視符合條件的人員，並要求相關主承包商和分包商品採取積極行動，雇用符合條件的受保護退伍軍人和殘疾人員且促進該等雇用。</b> 制定本規定是為了遵守相關行政令、美國勞工部的成文法及規定。本協議及任何相關命令的條款將取代貴方生成並向本公司提供的任何訂單或其他採購檔。任何該等採購訂單中列明或提及的任何交易條款（名稱、數量及地址除外）對本公司不具有約束力。就本協議與訂單之間而言，訂單的效力優於本協議（但僅就該訂單而言）。本協議還取代產品中包含的“點選”許可。任何一方均不對其控制以外的原因造成的履行延遲承擔責任。本協議及其項下各方的關係將根據美國維吉尼亞州法律及相關美國聯邦法予以解釋並管轄（如果訂單由 MicroStrategy Inc 的關聯公司簽署，則根據對該關聯方具有管轄權的國家法律解釋並管轄），但不適用任何管轄地的衝突法原則。本協議不適用《聯合國國際貨物銷售合同公約》。本協議、本協議下的雙方關係或產品引起或有關的任何爭議、訴訟、權利主張或訴因將受到美國維吉尼亞州 Fairfax 縣的州及聯邦法院或對關聯公司（如果訂單由 MicroStrategy Inc 的關聯公司簽署）具有管轄權的法院的排他性管轄。雙方在此不可撤銷地接受該等法院及其審判地的排他性管轄，並放棄在任何該等法律程式中進行陪審團審理的任何權利。在任何爭議中，勝訴一方有權獲賠執行其權利主張的費用，包括但不限於合理律師費。當貴方通過產品中提供的介面獲得協力廠商的任何產品、服務、內容或專案時（各自稱為“協力廠商解決方案”），貴方同意並確認：<b>(a)</b> 貴方可從協力廠商解決方案提供方的伺服器中下載內容；和<b>(b)</b> 貴方通過介面獲得協力廠商解決方案是為了在本產品中利用協力廠商解決方案；和<b>(c)</b> 本公司對於協力廠商解決方案提供方造成的服務中斷不承擔責任；和<b>(d)</b> 本公司與協力廠商解決方案提供方的關係可能終止或取消；且<b>(e)</b> 貴方不得刪除或模糊產品輸出中包含或附屬的任何專利、版權、商標、專有權通知和/或說明。在本協議期間及終止後的一（1）年內，任何一方不得直接或間接招攬另一方的任何雇員（或代理）以任何方式終止或改變該雇員與該另一方的關係，且任何一方均不會聘用另一方的任何雇員（或代理）；儘管有上述規定，如果一方招聘通過公開招聘廣告應聘的雇員（或</p>

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; and (c) we are not responsible for interruptions of service caused by the Third Party Solution provider; and (d) our relationship with the Third Party Solution provider is subject to termination and cancellation; and (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. During the term of this Agreement and for one (1) year following the termination of this Agreement, neither party will, directly or indirectly, solicit any employee (or agent) of the other party to terminate or modify the employee's relationship with a party in any way and neither party will hire any employee (or agent) of the other party; notwithstanding the foregoing, it will not be considered a breach of this prohibition for a party to hire an employee (or agent) responding to publicly advertised job opening announcements. 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 the Products. 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 purchase Product licenses 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 (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of the Products may be included in a future update or release of the Products; 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 our Products remain at our sole discretion. If you deploy the Products as part of an extranet application, you agree to display "Powered by MicroStrategy" or certain other similar trademarks designated by us. 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). This Agreement comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations,

代理)，則不視為其違反該禁止性規定。如果本協議的任何規定被具有管轄權的法院認為無效或無法強制執行，該等規定應盡可能被解釋為體現無效或無法強制執行規定的意圖，而所有其他規定仍保持完全有效。貴方和本公司之間不因本協議或貴方使用產品而存在合營、合夥、雇用或代理關係。貴方或本公司未執行本協議的任何權利或規定不構成放棄該權利或規定，除非經本有權行使或強制執行該等權利或規定的一方書面確認並同意。合理預期將在本協議終止後繼續有效的任何規定將繼續有效。本協議未指定協力廠商受益人。貴方陳述，貴方購買產品許可的決定不是基於以下原因：(a) 本公司對目前可獲得最新版本產品中尚未提供的性能或功能的任何口頭或書面評論；或(b) 對於將在產品今後更新或發佈中加入的，產品介紹、測試評估版或路演展示中所述任何額外性能或功能的預期；或(c) 目前普遍無法獲得的任何軟體的說明。貴方進一步確認，本公司產品的任何額外性能或功能的開發、發佈及時間由本公司全權決定。如果貴方將產品作為外網應用程式使用，貴方同意標識“由 MicroStrategy 提供技術支援”或本公司指定的類似商標。美國聯邦政府基金採購或準備在美國聯邦機構內使用或用於美國聯邦機構的任何產品根據以下規定提供：《聯邦採購法》12.212，電腦軟體（1995年10月），52.227-19，商用電腦軟體受限權利（1987年6月），以及《聯邦國防採購補充條例》227.7202，商用電腦軟體及商用電腦軟體文檔（1998年10月）。本協議包含了貴方和本公司達成的所有協議，取代之前或當前達成的所有書面或口頭談判、商討、協議或聲明。



discussions, agreements or statements, whether written or oral.