



# SOFTWARE LICENSE AND SERVICES AGREEMENT

## 软件许可与服务协议

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

本软件许可与服务协议（“协议”）适用于MicroStrategy Incorporated（“我们”、“我们的”）的关联公司与订购订单上指定的产品或服务的实体（“您”，“您的”）之间订立的订单，并对我们向您和您的关联公司许可和提供产品和服务的条款和条件作出了规定。本协议由下述目录中列出的部分组成：

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## I. GENERAL TERMS / 一般条款

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

第I部分的条款（“一般条款”）普遍适用于本协议项下提供的所有产品和服务。

1. Definitions	1. 定义
Unless otherwise defined in this Agreement, capitalized terms used in the body of this Agreement will have the meanings set forth below.	除本协议另有规定外，本协议正文中首字母大写的词语具有下述含义。
“ <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 the European Union Directives and regulations governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security.	“ <u>适用的数据保护法律</u> ”指当前及将来有效的、以任何方式与受保护数据的隐私、机密性或安全性相关的、一切适用的国际、联邦、州、省和地方的法律、规则、条例、指令和政府要求，包括管辖一般数据保护的《欧盟指令》和条例及有关隐私、数据保护、机密性或信息安全的所有适用的行业标准。
“ <u>CPU</u> ” means a physical core (in a physical computing environment) or a virtual core (in a virtual computing environment) to which an instance of a Product is assigned, as identified by the operating system in which the Product is installed.	“ <u>CPU</u> ”指由安装有产品的操作系统识别的、已分配有产品实例的物理内核（在实际计算环境中）或虚拟内核（在虚拟计算环境中）。
“ <u>Customer Content</u> ” means software (including machine images), data, text, audio, video, images, or other content of yours or a third-party that you or your Representative utilize with a Product or upload or transfer to the MCE Service.	“ <u>客户内容</u> ”指您或您的代表将其与产品一起使用的，或您或您的代表上传或转移到MCE服务的，您的或第三方的软件（包括机器印象）、数据、文本、音频、视频、图像或其他内容。
“ <u>Designated Software Instance</u> ,” or “ <u>DSI</u> ” means a single MicroStrategy metadata database or a set of related MicroStrategy	

<p>metadata databases (e.g., for production, development, testing, etc.) that will be accessed by the Products specified on an order.</p> <p>“<u>Documentation</u>” means the user documentation or manuals normally distributed or made available in connection with a Product, including, in the case of the MCE Service, the MCE Service Guide.</p> <p>“<u>MCE Service</u>” means the MicroStrategy Cloud Environment service, a platform-as-a-service offering that we manage on your behalf in an Amazon Web Services or Microsoft Azure environment that includes access to, collectively: (a) the “Cloud Platform” version of our Products (an optimized version of the MicroStrategy software platform built specifically for deployment in an Amazon Web Services or Microsoft Azure environment) licensed by you; and (b) the Additional PaaS Components (as defined in the MicroStrategy Cloud Environment Service Terms section below) you have purchased for use with such Products.</p> <p>“<u>MCE Service Guide</u>” means the MCE Service Guide listed at microstrategy.com, as modified from time to time by us.</p> <p>“<u>Named User</u>” means a single individual designated by you as a user of a Products or the MCE Service on a non-temporary basis.</p> <p>“<u>Product</u>” means a generally available MicroStrategy software product identified on an order that is licensed to you pursuant to the terms of this Agreement, and any tools included with such software product (including, in the case of the “Cloud Platform” version of our Products, the MicroStrategy cloud provisioning console).</p> <p>“<u>Protected Data</u>” means any data or information that is subject to regulation under Applicable Data Protection Law.</p> <p>“<u>Representative</u>” means any of your affiliates, your third-party contractors and anyone else accessing or using a Product or Service on your behalf or through your systems, including any Named Users.</p> <p>“<u>Service</u>” means any service provided by us pursuant to this Agreement, including technical support, education, consulting and the MCE Service (or any portion thereof).</p> <p>“<u>Technical Support Services</u>” means the technical support and maintenance Services provided by us according to our then-current technical support policy and procedure listed at microstrategy.com (“<u>Technical Support Policy</u>”) when the Services are purchased.</p> <p>“<u>Territory</u>” means the country listed under the “Ship To” address on an order.</p> <p>“<u>Third-Party Solution</u>” means any product, service, content or item of a third-party.</p> <p>“<u>Update</u>” means a later commercial release of a Product made available after you license the Product.</p>	<p>“<u>指定软件实例</u>”或“<u>DSI</u>”指将被订单上的指定产品访问的单个MicroStrategy元数据数据库或一组相关的MicroStrategy元数据数据库（例如用于生产、开发和测试等）。</p> <p>“<u>文档</u>”指通常与某一产品一起分发或提供的用户文档或手册，就MCE服务而言，包括MCE服务指南。</p> <p>“<u>MCE服务</u>”指MicroStrategy云环境服务，这是我们代表您在Amazon Web Services或Microsoft Azure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：（a）由您许可的我们的产品的“云平台”版本（为部署到Amazon Web Services或Microsoft Azure环境中而专门设计的MicroStrategy软件平台的优化版本）；以及（b）您购买的与该等产品一起使用的附加PaaS组件（定义见下文MicroStrategy云环境服务条款部分）。</p> <p>“<u>MCE服务指南</u>”指microstrategy.com上列出的MCE服务指南，我们不定期对其进行修改。</p> <p>“<u>指定用户</u>”指被您非临时性地指定为产品用户或MCE服务用户的单一个人。</p> <p>“<u>产品</u>”指根据本协议条款许可您使用的，订单上指定的，一般可用的MicroStrategy软件产品，以及该等软件产品附带的任何工具（就我们产品的“云平台”版本而言，包括MicroStrategy云配置控制台）。</p> <p>“<u>受保护数据</u>”指受适用的数据保护法律约束的任何数据或信息。</p> <p>“<u>代表</u>”指您的任何关联公司、您的第三方承包商以及代表您或通过您的系统访问或使用产品或服务的任何其他人士，包括任何指定用户。</p> <p>“<u>服务</u>”指我们根据本协议提供的任何服务，包括技术支持服务、培训服务、咨询服务和MCE服务（或前述服务的任何部分）。</p> <p>“<u>技术支持服务</u>”指我们根据microstrategy.com上列出的，用户购买服务当时届时有效的技术支持政策和程序（“<u>技术支持政策</u>”）提供的技术支持与维护服务。</p> <p>“<u>地区</u>”指订单上的“收货地址”下列出的国家。</p> <p>“<u>第三方解决方案</u>”指第三方的任何产品、服务、内容或物品。</p> <p>“<u>更新</u>”指我们在您取得产品许可后为产品提供的后续商业版本发布。</p>
<p><b>2. Certain Obligations and Restrictions</b></p> <p>You are responsible for compliance with this Agreement by your Representatives. You are also responsible for the proper operation of your network and your equipment used to connect to the Products or the MCE Service. You and your Representatives will not (a) copy, display, distribute, or otherwise use a Product or the MCE Service in any manner or for any purpose not expressly authorized</p>	<p><b>2. 特定义务与限制</b></p> <p>您有责任确保您的代表遵守本协议。您还有责任确保用于连接产品或MCE服务的您的网络和设备正常工作。您和您的代表将不会（a）以本协议未明确批准的任何方式或出于本协议未明确批准的任何目的，复制、展示、分发或以其他方式使用某一产品或MCE服务；或者（b）创建产品的衍生作品，或以其</p>

<p>by this Agreement; or (b) create derivative works of or otherwise modify any Product or the MCE Service or any portion thereof except as expressly provided in the Documentation; or (c) modify, tamper with or repair any Product or any other software included in the MCE Service; or (d) reverse engineer, decompile or disassemble any Product or such software or the metadata created by a Product or such software, or apply any other process or procedure to derive the source code of any Product or such software; or (e) interfere with or disrupt the integrity or performance of a Product or the MCE Service; or (f) attempt to gain unauthorized access to a Product or the MCE Service or its related systems or networks; or (g) access or use any Product or the MCE Service in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (h) use a Product or the MCE Service to develop any product or service that is in any way competitive with any of our product or service offerings; or (i) make available to any third-party any analysis of the operation of a Product or the MCE Service, including any benchmarking results, without our prior written consent; or (j) use any Product or the MCE Service to provide time-sharing services, software-as-a-service offering, service bureau services or similar services; or (k) use a Product or the MCE Service to store or transmit (1) material in violation of third-party privacy rights; or (2) libelous, or otherwise unlawful or tortious material; or (3) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (4) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.</p> <p>As required for our performance pursuant to this Agreement and an order, you are also required to (A) provide us with reliable, accurate and complete information; and (B) make decisions and obtain required management approvals in a timely manner; and (C) obtain all consents, approvals and licenses necessary for use of any software, services, data or other items provided by you or on your behalf; and (D) cause your third-party contractors and licensors to cooperate with us.</p>	<p>他方式修改任何产品或MCE服务或其任何部分，但文档有明确规定的除外；或者（c）修改、篡改或修理任何产品或MCE服务中包含的任何其他软件；或者（d）对任何产品或该等软件或由产品或该等软件创建的元数据进行反向工程、反编译或反汇编，或使用任何其他方式或程序以获取任何产品或该等软件的源代码；或者（e）干扰或破坏产品或MCE服务的完整性或性能；或者（f）试图在未授权的情况下擅自访问产品或MCE服务或与其相关系统或网络；或者（g）以避免产生费用或超出使用限制或限额的方式，访问或使用任何产品或MCE服务；或者（h）使用产品或MCE服务以开发与我们的任何产品或服务形成竞争的产品或服务；或者（i）未经我们事先书面同意，向任何第三方提供对产品或MCE服务运行情况所作的分析，包括任何基准结果；或者（j）使用任何产品或MCE服务以提供分时服务、软件即服务产品、服务机构类服务或类似服务；或者（k）使用产品或MCE服务存储或传送（1）违反第三方隐私权的材料；或者（2）诽谤性质或其他非法或侵权的材料；（3）侵犯任何实体或个人的著作权、商标、专利、商业秘密或者其他所有权的材料；或者（4）病毒、特洛伊木马、蠕虫、定时炸弹、清除程序、已损坏文件或任何其他类似的软件或程序。</p> <p>为使我们能够根据本协议和订单履行义务，您还需要（A）向我们提供可靠、准确和完整的信息；以及（B）及时作出决定并及时获得所需的管理层批准；（C）取得使用您提供的或代表您提供的任何软件、服务、数据或其他物品所需的所有同意、批准和许可；以及（D）促使您的第三方承包商和许可方与我们合作。</p>
<p><b>3. Intellectual Property Ownership</b></p> <p>We, our affiliates and our licensors will own all right, title and interest in and to all Products. You will be and remain the owner of all rights, title and interest in and to Customer Content. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “Trademarks”). To the extent a party grants any rights or licenses to its Trademarks to the other party in connection with this Agreement, the other party’s use of such Trademarks will be subject to the reasonable trademark guidelines provided in writing by the party that owns the Trademarks.</p>	<p><b>3. 知识产权归属</b></p> <p>我们、我们的关联公司以及我们的许可方将拥有所有产品中的一切权利、所有权和权益。您将是并保持为客户内容中一切权利、所有权和权益的所有人。每一方将拥有并保留其对其商标、徽标和其他品牌元素（统称“<b>商标</b>”）的一切权利。一方因本协议将其对其商标拥有的任何权利或许可授予另一方的，则另一方对该等商标的使用须遵循拥有商标的一方书面提供的合理商标指南。</p>
<p><b>4. Term and Termination</b></p> <p>This Agreement, orders and Product licenses may only be terminated according to this section. You may terminate this Agreement, any order or Product license at any time by providing written notice to us. We may terminate this Agreement, any order or Product license 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) as provided in the “Indemnification” section of these General Terms or the applicable “Additional Limited Warranties and Remedies” section of this Agreement. Upon termination of this Agreement or an order, all fees that you are obligated to pay as of the date of termination will be immediately due and payable. Upon termination of this Agreement or all orders, this Agreement, all Product licenses and</p>	<p><b>4. 期限与终止</b></p> <p>本协议、订单和产品许可仅能根据本条终止。您可以随时书面通知我们终止本协议、任何订单或产品许可。在下列情形下，我们可以书面通知您终止本协议、任何订单或产品许可：</p> <p>（a）您出现实质性违约行为且在收到我们通知后的三十（30）日未进行纠正；或者（b）根据一般条款的“补偿”部分或本协议适用的“额外有限保证和救济”部分之规定。本协议或订单终止之时，您截至终止之日有义务支付的所有费用将立即到期应付；本协议、所有产品许可、您访问MCE服务的权利也即时终止。产品许可终止时，您需立即停止使用产品。</p>

<p>your right to access the MCE Service will terminate. When a Product license terminates, you will immediately cease using the Product.</p>	
<p><b>5. Indemnification</b></p> <p>We will defend you, at our expense, against any third-party claim, demand, suit, or proceeding (“Claim”) brought against you by a nonaffiliated third-party alleging that a Product (including a Product that you access through the MCE Service) infringes or misappropriates an intellectual property right of the third-party and will indemnify you for and hold you harmless from any damages finally awarded to the third-party claimant or agreed to in settlement of the Claim. If your use of the Product is enjoined in connection with the Claim or we believe it reasonably could be enjoined, we may choose to either modify the Product to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Product or if these alternatives are not commercially reasonable, we may terminate your right to access and use the Product and refund any unused, prepaid Technical Support Services paid for the Product together with a refund of license fees paid for the Product (subject to depreciation on a straight line five-year basis).</p> <p>We will have no indemnification obligation, and you will indemnify us, for any Claim arising from or based upon (a) the misuse or unauthorized use of a Product or the use of a Product outside the scope of use identified in the Documentation, if the Claim would not have arisen without such use; or (b) any modification of a Product not authorized by us in writing, if the Claim would not have arisen without such modification; or (c) the combination of a Product with any third-party products, services or business processes not provided by us as part of a Product, if the Claim would not have arisen without such combination, or (d) the use of a Product in an unlawful or unauthorized manner, or (e) use of a prior version of a Product, if use of a newer version of the Product made generally available to our customers would have avoided the Claim, or (f) the use of Customer Content or a Third-Party Solution, or (g) a breach of the “Certain Obligations and Restrictions” or “Data Protection” sections of these General Terms or, as applicable, of the “MCE Service Obligations and Restrictions” section of the MicroStrategy Cloud Environment Service Terms by you or your Representatives.</p> <p>The indemnifying party’s obligations under this section only arise if the indemnified party (1) promptly gives the indemnifying party written notice of the Claim; and (2) gives the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim that imposes liability on, or contains any admission of fault by, the indemnified party, without its consent); and (3) provides to the indemnifying party all available information and reasonable assistance necessary to defend or settle the claim; and (4) has not compromised or settled the claim without the indemnifying party’s written approval.</p> <p>The provisions of this section state the sole, exclusive and entire liability of us to you, and are your sole remedy, with respect to the infringement of third-party intellectual property rights.</p>	<p><b>5. 补偿</b></p> <p>就非关联公司的第三方指控某一产品（包括您通过MCE服务访问的产品）侵犯或盗用第三方知识产权而对您提起的任何第三方索赔、要求、诉讼或其他法律程序（“<b>索赔</b>”），我们将自行承担费用为您进行抗辩，赔偿您并使您免于因任何最终裁决向第三方权利人支付赔偿金或就索赔达成的和解遭受损害。如果索赔导致您被禁止使用产品，或者我们合理地认为您可能会被禁止使用产品，我们可以选择修改产品使其不侵权（同时实质上保留其效用和功能）或获得许可以便您可以继续使用产品，或在这两种变通方式在商业上均不合理的条件下，则我们可以终止您访问和使用产品的权利，并返还您已为产品支付的、任何未使用的预付技术支持服务费，以及您已为产品支付的许可费（按直线法扣除五年折旧）。</p> <p>对于下述原因引起或基于下述原因的任何索赔，我们将不负有赔偿义务，而您将向我们作出赔偿：（a）滥用产品或未经授权使用产品，或超出文档指定的使用范围使用产品，且若无该等使用将不会产生索赔；或者（b）在未经我们书面授权的情况下修改产品，且若无该等修改将不会产生索赔；或者（c）将产品与并非由我们提供并作为产品一部分的任何第三方产品、服务或商业流程结合，且若无该等结合将不会产生索赔；或者（d）以非法或未经授权的方式使用产品；或者（e）使用产品的先前版本，且若使用我们客户普遍可以获得的较新版本产品，原本可以避免索赔；或者（f）使用客户内容或第三方解决方案；或者（g）您或您的代表违反一般条款中的“特定义务和限制”部分或“数据保护”部分，或（如适用）MicroStrategy云环境服务条款中的“MCE服务义务和限制”部分。</p> <p>仅当被赔偿方（1）及时以书面形式将索赔通知赔偿方；以及（2）允许赔偿方独自控制抗辩和索赔的和解（前提是赔偿方不得在未经被赔偿方同意的情况下，达成任何使被赔偿方承担责任，或承认被赔偿方有过错的和解）；以及（3）向赔偿方提供辩护或和解所需的一切可用信息和合理协助；以及（4）没有在未经赔偿方书面同意的情况下作出妥协或和解，方产生本条规定的赔偿方义务。</p> <p>本条规定阐明了我们对您唯一、排他和全部的责任，并且是您可以获得与侵犯第三方知识产权有关的唯一救济。</p>
<p><b>6. Limited Warranties and Remedies</b></p> <p>Each party warrants that the individual entering into this Agreement and any order governed by this Agreement on behalf of such party has the authority to enter into this Agreement or any such order on behalf of such party, and that it will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under this Agreement.</p>	<p><b>6. 有限保证与救济</b></p> <p>各方保证，代表其签订本协议以及受本协议管辖的任何订单的个人，有权代表其签订本协议或任何该等订单，并且每一方保证其行使本协议规定的权利和履行本协议规定的义务时将遵守所有适用的制定法、普通法、规则和条例。</p>

<p>You acknowledge that the direct or indirect transfer of a Product contrary to United States law or any other applicable law is prohibited. You warrant that (a) you are not a Restricted Party; and (b) you are not controlled by or acting on behalf of any Restricted Party; and (c) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party. “Restricted Party” means any person or entity that is (1) listed on any of the lists of persons or entities maintained by the United States government that prohibit such persons or entities from receiving exports or services; or (2) a national or resident of, or an entity or governmental authority in, any country or territory that is or becomes subject to United States export controls for anti-terrorism reasons or with which United States persons are generally prohibited from engaging in financial transactions.</p> <p>EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT. WE DO NOT WARRANT AND ARE NOT RESPONSIBLE FOR ANY THIRD-PARTY PRODUCTS OR SERVICES AND YOUR SOLE AND EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES ARE AS PROVIDED BY THE THIRD-PARTY PROVIDER AND NOT BY US.</p>	<p>您承认违反美国法律或任何其他适用法律直接或间接转让产品属于禁止行为。您保证 (a) 您并非受限制方; 以及 (b) 您不受任何受限制方控制, 也不代表任何受限制方行事; 以及 (c) 您或您的任何雇员、代理人或承包商均不会转让或允许转让任何产品给任何受限制方。“受限制方”指任何个人或实体, 其属于 (1) 美国政府禁止接受出口或服务的任何人员和实体清单中列出的个人或实体; 或 (2) 由于反恐原因受到美国出口管制或美国人士被普遍禁止与其从事金融交易的任何国家或区域的国民、居民、实体或政府部门。</p> <p>除本协议明确规定的保证或承诺外, 我们不对任何产品或服务作出任何明示或默示的保证或承诺, 包括但不限于关于适销性、适用于特定用途、系统集成、所有权、质量令人满意和不构成侵权的默示保证。对于任何第三方产品或服务, 我们不提供保证也不承担任何责任。您可以享有的与第三方产品或服务有关的唯一和排他的权利和救济, 均由第三方供应商提供, 并非由我们提供。</p>
<p><b>7. Limitation of Liability</b></p> <p>EXCEPT FOR OUR OBLIGATIONS UNDER THE “INDEMNIFICATION” SECTION OF THIS AGREEMENT, THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF YOUR AFFILIATES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON. SUBJECT TO THE FOREGOING, OUR MAXIMUM LIABILITY FOR EACH CLAIM MADE BY YOU, TO THE EXTENT THE CLAIM ARISES FROM OR IS BASED UPON THE USE OF A THIRD-PARTY SOLUTION, WILL NOT EXCEED THE AMOUNT OF THE APPLICABLE THIRD-PARTY SOLUTION PROVIDER’S LIABILITY TO US RELATED TO THE CLAIM.</p>	<p><b>7. 责任限制</b></p> <p>除本协议“补偿”部分规定的义务外, 我们以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与本协议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费用。即使我们或我们的任何关联公司或任何许可方已被告知损害赔偿的可能性, 且即使约定的救济未达到其基本目的或因任何其他原因被认定为不可执行, 我们或我们的任何关联公司或任何许可方, 在任何情况下均不对您或您的任何关联公司承担任何间接、特殊、附带、惩罚性、衍生性或惩戒性损害赔偿, 不论该等责任系基于合同、侵权或其他理由。在符合前述规定的前提下, 对于您提出的每项赔偿请求, 若其是由使用第三方解决方案引起或基于对第三方解决方案的使用, 我们所承担的最大责任将不会超过相关第三方解决方案提供商就该项赔偿请求对我们所负责的金額。</p>
<p><b>8. Orders and Payment</b></p> <p>You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice, and will be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which will be your responsibility, except for taxes on our income. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. You agree to negotiate in good faith a prompt resolution of any disputed amounts. If any</p>	<p><b>8. 订单与支付</b></p> <p>在签署订单后我们将根据订单的条款向您开具发票。您应自发票日期起三十 (30) 日内, 以订单列出的货币全额支付应付予我们的所有费用, 超过该期限的视为逾期未付。所有费用均不含税, 税款将由您承担 (对我们的收入征收的税款除外)。发票相关争议必须自发票日期起三十 (30) 日内提出, 否则发票视为准确无误。您同意与我们进行善意商讨以便及时解决有争议的金額。如果本协议下的任何无争议发票在到期后30日或更长时间仍未支付, 在不限制我们其他权利和救济的情况下, 我</p>

<p>undisputed invoice governed by this Agreement remains unpaid for 30 or more days after it is due, we may, without limiting our other rights and remedies, accelerate all unpaid fee obligations under all orders so that all amounts payable by you become immediately due and payable. In addition, any amounts which remain unpaid after the due date will be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.</p>	<p>们可以要求您提前支付所有订单下您未付的所有费用，如此您应付的所有款项将立即到期。此外，对于任何到期未付的款项，我们将于自到期日至付款日的期间内，按每月百分之一点五（1.5%）或法律允许的最高利率（以较低者为准）向您收取滞纳金。除另有说明外，所有订单均为已确定订单，您不得取消、退货、要求退款或抵消。</p>
<p><b>9. Audit</b></p> <p>You will keep accurate and complete records relating to your activities under this Agreement, including installation and use of the Products and other information necessary to demonstrate your compliance with this Agreement (“Records”). Within ten (10) days following our written request, you will certify to us in a writing signed by an officer of your company that your use of the Products and Services comply with the terms of this Agreement and will provide us any Records we specify in such request. In addition, within ten (10) days following our written request, we may, at our sole discretion, audit your Records and your use of the Products and Services (i) at your applicable facility during normal business hours and subject to your reasonable facility security requirements and/or (ii) by remote or electronic means.</p>	<p><b>9. 审计</b></p> <p>您将为您根据本协议开展的活动，包括产品的安装和使用以及证明您遵守本协议所需的其他信息，保存准确、完整的记录（“记录”）。我们向您提出书面请求后十（10）日内，您将以书面形式（由您公司的高级管理人员签署）向我们证明您对产品和服务的使用符合本协议的规定，并将向我们提供我们在书面请求中指定的任何记录。此外，在我们向您提出书面请求后十（10）日内，我们可以（由我们全权决定）在正常营业时间内 (i) 到您的设施审计您的记录以及您使用产品和服务的情况，在审计过程中我们将遵守您合理的设施安全要求；并且/或者 (ii) 此审计可通过远程或电子方式进行。</p>
<p><b>10. Data Protection</b></p> <p>You will not transfer to us or provide us any access to any Protected Data in connection with this Agreement, including Personal Data, Protected Health Information and Personally Identifiable Information (as such terms are defined in Applicable Data Protection Law), except for Protected Data related to your contact persons or uploaded or transferred to the MCE Service.</p> <p>We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements. As between you and us, for purposes of this Agreement and Applicable Data Protection Law, you are the “data controller” and we are acting on your behalf as a “data processor” with respect to Protected Data that you or your Representatives upload or transfer to the MCE Service. If you upload or transfer Protected Data to the MCE Service, you will enable encryption of report caches and intelligent cubes which are saved to disk.</p>	<p><b>10. 数据保护</b></p> <p>您将不会因本协议向我们转移任何受保护数据，或向我们提供任何受保护数据的访问权限，包括个人数据、受保护健康信息和个人身份信息（该等术语的定义见适用的数据保护法律），但与您联系人有关的受保护数据或上传或转移到MCE服务的受保护数据除外。</p> <p>我们已采取适当技术措施、组织措施和安全措施，以保护您向我们提供的受保护数据。我们可以访问和使用您提供给我们的受保护数据，并将其转移给我们的关联公司和第三方（包括位于欧洲经济区以外的），以履行我们的义务和行使我们的权利、向您提供信息并遵守我们的法律要求和审计要求（仅限于此目的）。就本协议和适用数据保护法律而言，在您和我们之间您是“数据控制者”，而我们是“数据处理者”，代表您处理您或您的代表上传或转移到MCE服务的受保护数据。如果您将受保护数据上传或转移到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保护。</p>
<p><b>11. Confidentiality</b></p> <p>Under this Agreement, Confidential Information may be accessed or disclosed between the parties. “Confidential Information” means any information identified as confidential at the time of disclosure, or that reasonably should be understood to be confidential in view of the information’s nature or circumstances around its disclosure, and will in all cases include pricing terms, the terms of this Agreement or any order governed by this Agreement, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, customer lists, and generic tools and objects related to our products created by us during the provision of consulting Services. Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving</p>	<p><b>11. 保密</b></p> <p>在本协议下双方可以获取或披露机密信息。“机密信息”指在披露时被识别为机密的信息，或者根据信息的性质或披露时的情形应合理地理解为机密的信息。在所有情况下机密信息均包括价格条款、本协议的条款、受本协议管辖的任何订单、软件、技术、经营计划、技术规格、产品开发计划、营销计划、教育材料、客户名单以及与我们在提供咨询服务期间创建的产品相关的多功能工具和对象。机密信息不包括 (a) 并非由于接收方的作为或不作为而属于或成为公有领域一部分的信息；或者 (b) 接收方在披露前合法占有的信息；或者 (c) 由披露上不受限制的第三方合法地向接收方披露的信息；或者 (d) 接收方独立开发的信息。安全对我们和我们的客户均具有重要意义。如果您对我们的产品进行渗透测试，我们强烈建议您与我</p>



<p>party; or (b) was in the receiving party's lawful possession prior to the disclosure; or (c) is lawfully disclosed to the receiving party by a third-party without restriction on the disclosure; or (d) is independently developed by the receiving party. Security is important to us and our customers, and we strongly recommend that you share with us the results of any penetration tests that you conduct on our Products (which is considered solely our Confidential Information) so that we may utilize that information to improve our Products.</p> <p>Each party agrees to hold the other party's Confidential Information in confidence during the term of this Agreement and for a period of five (5) years after the termination of this Agreement (other than with respect to trade secrets, which shall be held in confidence following such period in accordance with this section), and to disclose such Confidential Information only to those employees or agents who have a need to know such Confidential Information and are required to protect it against unauthorized disclosure. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information to a federal or state governmental entity to the extent such disclosure is required by law, so long as the receiving party notifies the disclosing party in advance of the required disclosure as soon as reasonably practicable to allow the disclosing party to contest the disclosure.</p> <p>Upon termination of this Agreement and except for electronic copies made in the course of normal network backups or as otherwise set forth in this Agreement, the receiving party will promptly destroy or return, at the sole discretion of the disclosing party, all Confidential Information of the disclosing party in the receiving party's possession or control.</p>	<p>们分享测试结果（仅被视为我们的机密信息），以便我们可以据此改进我们的产品。</p> <p>每一方均同意在本协议期限内以及本协议终止后五（5）年内对另一方的机密信息进行保密（商业秘密除外，商业秘密应在该五年期限届满后继续根据本条规定进行保密），仅向其需要了解机密信息的雇员或代理人披露机密信息，且要求该等雇员或代理人保护机密信息免遭擅自披露。尽管有前述规定，任何一方均可以在法律要求披露的情况下向联邦政府机构或州政府机构披露另一方的机密信息，只要接收方在合理可行范围内尽快提前通知披露方，以便披露方对披露提出异议。</p> <p>本协议终止之时，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，接收方将按照披露方的决定，及时销毁或退还接收方占有或控制的属于披露方的一切机密信息。</p>
<p><b>12. Notices</b></p> <p>Notices will be in writing and will be deemed to have been given when (a) personally delivered; or (b) sent by electronic mail; or (c) sent by a commercial overnight courier. You will provide notices to: MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: <a href="mailto:crequest@microstrategy.com">crequest@microstrategy.com</a>.</p>	<p><b>12. 通知</b></p> <p>通知将采用书面形式，并且在下列情形下视为已送达：（a）已通过专人递交；或者（b）已通过电子邮件发送；或（c）已通过次日达商业快递公司发送。请您将通知发送到：MicroStrategy Incorporated，收件人：总法律顾问，地址：1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States, 电子邮箱：<a href="mailto:crequest@microstrategy.com">crequest@microstrategy.com</a>。</p>
<p><b>13. Assignment</b></p> <p>This Agreement or any order or Product license governed by this Agreement may not be assigned or otherwise transferred in whole or in part by you, including by operation of law, without our prior written approval. Any unauthorized assignment or transfer of this Agreement, an order or a Product license by you to a third-party will constitute a material breach of this Agreement.</p>	<p><b>13. 转让</b></p> <p>未经我们事先书面同意，您不得全部或部分转让本协议或受本协议管辖的任何订单或产品许可，包括不得依法进行转让。您未经我们同意将本协议、订单或产品许可转让给第三方将构成严重违反本协议。</p>
<p><b>14. Governing Law, Jurisdiction and Disputes</b></p> <p>This Agreement and the parties' relationship under it will be interpreted under and governed by the laws of the applicable jurisdiction set forth in the Territory-Specific Terms ("<u>Governing Law</u>"), without regard to the choice or conflicts of law provisions of any jurisdiction. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the applicable courts identified in the Territory-Specific Terms. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing party will be entitled to</p>	<p><b>14. 适用法律、司法管辖权和争议</b></p> <p>本协议及本协议下双方的关系适用地区特定条款中指定的相关司法管辖区的法律（"<u>适用法律</u>"）并依其进行解释，排除任何管辖区的法律选择或冲突法原则。本协议不适用《联合国国际货物销售合同公约》。由本协议或本协议下双方的关系引起的或与之有关的任何争议、诉讼、权利要求或诉由，由地区特定条款中指定的相关法院专属管辖。双方特此不可撤销地接受该等法院及其审判地的专属管辖，案件将在该等法院进行审理，并放弃在任何该等诉讼中由陪审团进行审判的权利。在任何争议中胜诉方有权向败诉方追回其行使诉讼请求产生的费用，包括合理的律师费。</p>

<p>recover its cost of enforcing its claim, including reasonable attorney fees.</p>	
<p><b>15. Third-Party Solution Connectors</b></p> <p>When you access any Third-Party Solution (including third-party data sources) with connectors included as part of the Products or the MCE Service, you agree and acknowledge that (a) you may download content from the servers of the Third-Party Solution provider; and (b) your access to the Third-Party Solution with such connectors will be for the purpose of utilizing the Third-Party Solution in conjunction with the Products or MCE Service; and (c) we are not responsible for interruptions of service caused by the Third-Party Solution provider; and (d) if we have a business relationship with the Third-Party Solution provider, that relationship is subject to termination and cancellation; (e) you may not remove or obscure any patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any output of the Products or the MCE Service and (f) you are solely responsible for licensing the use of third-party data sources accessed by our Products.</p>	<p><b>15. 第三方解决方案连接器</b></p> <p>当您通过作为产品或MCE服务一部分的连接器，访问任何第三方解决方案（包括第三方数据源）时，您同意并确认：  (a) 您可以从第三方解决方案提供商的服务器下载内容；以及 (b) 您通过连接器访问第三方解决方案的目的，是将第三方解决方案与产品或MCE服务结合使用；以及 (c) 我们对第三方解决方案提供商造成的服务中断不承担责任；以及 (d) 如果我们与第三方解决方案提供商有业务关系，该关系可能会被终止和取消； (e) 您不得删除或隐藏产品或MCE服务的任何输出中包含或附带的任何专利、版权、商标、所有权声明和/或图例；以及 (f) 您独自负责取得通过我们产品访问的第三方数据源的使用许可。</p>
<p><b>16. Non-Solicitation</b></p> <p>Except for hiring an employee (or independent contractor or agent) of the other party to fill a job opening that was publicly announced and to which the applicable employee (or independent contractor or agent) responded, during the term of this Agreement and for one (1) year following termination or expiration of this Agreement, neither party will hire or directly or indirectly solicit any employee (or independent contractor or agent) of the other party who has provided services or performed obligations under this Agreement in the previous twelve (12) months.</p>	<p><b>16. 禁止招揽</b></p> <p>除了雇用另一方的雇员（或独立承揽人或代理人）填补公开发表的职位空缺，且另一方的相应雇员（或独立承揽人或代理人）应聘外，在本协议期限内和本协议终止或到期后一（1）年内，任何一方均不会雇用或直接或间接招揽在过去十二（12）个月内根据本协议提供服务或履行义务的另一方的任何雇员（或独立承揽人或代理人）。</p>
<p><b>17. Other Provisions</b></p> <p>The latest version of the Agreement incorporated into an order governs all of your prior orders. The terms of this Agreement and any applicable order will supersede the terms in any purchase order or other ordering document that you generate and provide to us. Any terms of trade stated or referenced in any such purchase order (except for names, quantities and addresses) will not be binding on us. In the event of a conflict between or among the terms of this Agreement or an order, the following order of precedence will apply: first, the applicable order (but only with respect to the order); second, the applicable product- or service-specific section of this Agreement; third, the General Terms; and fourth, any other document incorporated into the Agreement. This Agreement supersedes the terms of a “click wrap” license included in the Products. Each party has the right to issue a mutually-agreed press release that includes a quotation from one of the other party’s senior executives. Each party grants the other the right to use its name and logo in public communications, on websites, in presentations, in marketing collateral and at marketing events. Neither party will be responsible for delay of performance due to causes beyond its control. We may collect usage and diagnostic data related to your use of the Products and the MCE Service to help us improve our Products and Services, better our customer service and enhance customer experience (“<u>Diagnostic Information</u>”); Diagnostic Information will not include Protected Data. Our security Products are not designed to manage physical or logical access to facilities or systems where delay in or failure of such access could threaten health or safety, or cause property, environmental or similar damage. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the</p>	<p><b>17. 其他规定</b></p> <p>并入订单中的本协议最新版本适用于您之前的所有订单。本协议的条款和任何相关订单的条款，将取代您生成并提供给我们的任何采购订单或其他订购文件中的条款。任何该等采购订单中载明或引用的任何交易条款（名称、数量和地址除外）对我们均不具有约束力。本协议条款或订单之间产生冲突的，适用下述优先顺序：首先，相关订单（仅就订单而言）；其次，本协议中相关产品或特定服务的部分；第三，一般条款；第四，并入本协议的任何其他文件。本协议取代产品中包含的“点击”许可条款。每一方均有权发布经双方商定的援引另一方高级主管言语的新闻稿。每一方均授予另一方在公众通信、网站、演示文稿、营销材料和营销活动中使用其名称和商标的权利。任何一方因其无法控制的原因延迟履行的无需担责。我们可以收集与您使用产品和 MCE 服务相关的使用数据和诊断数据（“<u>诊断信息</u>”），以帮助我们改进产品和服务、改善客户服务并增强客户体验。诊断信息不包括受保护数据。对设施或系统的物理访问或逻辑访问的延迟或失败可能威胁到健康或安全，或可能导致财产损害、环境损害或类似损害，而我们的安全产品并非旨在管理该等物理访问或逻辑访问。有合法管辖权的法院认定本协议任何条款无效或不可执行的，则解释该等条款时应尽可能反映其原本意图，而本协议所有其他条款仍然完全有效。订立本协议或您使用产品或 MCE 服务，并不导致您与我们之间存在合营、合伙、雇佣或代理关系。您或我们未能行使本协议规定的任何权利或未能执行本协议的任何条款，并不构成您或我们放弃该等权利或条款，有权行使权利或执行条款的一方以书面形式确认并同意放弃的除外。可合理地预期在本协议终止后继续有效的本协议项下的任何条款，将在本协议终止后继</p>



invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of a Product or the MCE Service. The failure of either you or us to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. There are no intended third-party beneficiaries of this Agreement. You represent that your decision to license a Product or purchase access to the MCE Service is not based on (a) any oral or written comments made by us with respect to functionality or features not currently offered in our latest generally available version of our Products or the MCE Service; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of a Product or the MCE Service may be included in a future update or release of a Product or the MCE Service; or (c) demonstrations of any software that is not currently generally available. You further acknowledge that the development, release and timing of any additional features or functionality for the MCE Service or Products remain at our sole discretion. If you deploy our Products or Services as part of an extranet application, you agree to display “Powered by MicroStrategy” or certain other similar trademarks designated by us. If you purchase a MicroStrategy World pass via an order, that pass is non-refundable and is only valid for the next MicroStrategy World event occurring following the execution of the order; has no residual value if not redeemed for that MicroStrategy World event; and may not be used to attend any other MicroStrategy event. This Agreement and any orders governed by this Agreement comprise the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral. The parties acknowledge and agree that this Agreement and all other contracts between them signed by electronic signatures shall be validly executed contracts and waive any rights to contest the validity or enforceability of such contract due to electronic signatures by one or both parties.

续有效。本协议无预期第三方受益人。您声明，您决定为产品取得许可或购买对 MCE 服务的访问权限，并非基于 (a) 我们就我们产品或 MCE 服务可普遍获得的最新版本现时未提供的功能或特性作出的任何口头或书面评论；或者 (b) 期望产品或 MCE 服务的未来更新或版本，有可能含有在产品或 MCE 服务的演示、beta 评估、路线图介绍中展示的任何额外特性或功能；或 (c) 任何目前无法普遍获得的软件的演示。您进一步确认，MCE 服务或产品任何其他特性或功能的开发、发布及时间完全由我们决定。如您将我们的产品或服务部署为外联网应用程序的一部分，则表示您同意显示“由 MicroStrategy 提供支持”或我们指定的其他特定类似商标。如果您通过订单购买 MicroStrategy World 通行证，购买价款不予退还，该通行证仅针对签署订单后发生的下一次 MicroStrategy World 活动有效；如果未兑换并用该次 MicroStrategy World 活动，则其没有剩余价值，不能用于参加任何其他 MicroStrategy 活动。本协议以及受本协议管辖的任何订单构成您与我们之间的全部协议，并取代之前或同期的所有书面或口头谈判、讨论、协议或声明。双方确认并同意，通过电子签名签署的本协议及双方之间的所有其他合同，均为已签署的有效合同，并放弃因一方或双方通过电子签名进行签署而质疑合同有效性或可执行性的权利。

## II. ENTERPRISE PLATFORM LICENSE TERMS / 企业平台许可条款

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

本第 II 部分的条款 (“[企业平台许可条款](#)”) 仅适用于我们产品“企业平台”版本的许可和提供。根据企业平台许可条款许可的产品，专门用于订单上指定的“Enterprise Platform for Windows”或“Enterprise Platform for Linux”操作环境。

**1. License Grant.** We grant you and your affiliates a non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) install our Products identified in an order on servers and workstations in the country to which the Products are delivered; and (b) grant Named Users located anywhere in the world access to the Products (including the Documentation and reports, dashboards, dossiers and other output generated by the Products) in support of your internal business operations, each in accordance with the Documentation and license type(s) and terms specified on an order. We will supply each Product to you by making it available electronically. You may make additional

**1. 授予许可。** 在符合本协议条款和条件的前提下，我们根据适用法律授予您和您的关联公司非独占、不可转让的许可，准许您和您的关联公司 (a) 将订单上指定的我们的产品，安装到产品目的地国家境内的服务器和工作站上；以及 (b) 授权位于世界任何地方的指定用户访问产品（包括产品生成的文档、报告、商业智能仪表盘、档案和其他输出），以支持您的内部业务运营。在两种情形下均需要根据文档以及订单上指定的许可类型和条款进行。我们将通过电子方式向您提供每个产品。您可以额外复制包含产品的下载文件用于存档目的。

copies of the download files containing the Products for archival purposes.	
<p><b>2. License Type.</b> Your license to a Product will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.</p>	<p><b>2. 许可类型。</b> 您的产品许可将为指定用户许可或 CPU 许可，以订单注明的为准。产品的每个指定用户许可赋予指定用户在一个生产环境和最多两个非生产环境中访问和使用该产品的权利。产品的每个 CPU 许可使您有权将产品分配到一个生产环境以及最多两个非生产环境中的单一 CPU，以便为数量不限的指定用户提供支持。</p>
<p><b>3. License Duration.</b> The duration of your license to a Product will be for a perpetual or limited term, as specified on an order. Subject to the terms of this Agreement and the applicable order, (a) if a “Perpetual” interval is specified for a Product, you will receive a license to that Product in perpetuity; and (b) if a “License Term” is specified on an order, you will receive a license to the Products listed on that order for the period specified on the order, commencing on the date of delivery of those Products.</p>	<p><b>3. 许可期长。</b> 您的产品许可期长度为永久或有限期限，以订单注明的为准。根据本协议条款和相关订单条款，(a) 产品的指定时间间隔为“永久”的，您将收到该产品的永久许可；(b) 如果订单上注明了“许可期限”，您将收到订单所列之产品许可，许可期限为以产品交付日期为起始日期的订单上指定期限。</p>
<p><b>4. Deployment Method.</b> You may only install the Products on servers and workstations under your control in your enterprise data center or under the control of your third-party service provider who hosts the Products on your behalf in a public cloud, and will deploy the Products only in the operating environment specified on the order. If the “Enterprise Platform for Windows” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Microsoft Windows environment, except for any Products which technically require deployment in a different operating environment. If the “Enterprise Platform for Linux” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Linux environment, except for any Products which technically require deployment in a different operating environment.</p>	<p><b>4. 部署方式。</b> 您只能在您的企业数据中心内受您控制的服务器或工作站上安装产品，或者在代表您于公共云中托管产品的第三方服务提供商控制的服务器或工作站上安装产品，并且您将只在订单指定的操作环境中部署产品。如果订单上指定了“Enterprise Platform for Windows”操作环境，您仅可以在 Microsoft Windows 环境中部署订单上所列之产品，因技术要求必须被部署在其他操作环境中的产品除外。如果订单上指定了“Enterprise Platform for Linux”操作环境，则您仅可以在 Linux 环境中部署订单上所列之产品，因技术要求必须被部署在其他操作环境中的产品除外。</p>
<p><b>5. Renewal of Enterprise Platform Term Licenses.</b> Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, (a) upon expiration of the license term specified on the order, you have the option to renew such term Product licenses for subsequent license terms of equal duration, each at a renewal term license fee equal to the term license fee for the prior, expiring license term (which will not account for any transaction incentives included on a prior order) increased by the greater of CPI and five percent (5%), and (b) you agree to renew such term Product licenses unless you provide written notice to us at least ninety (90) days before expiration of the then-current license term that you desire not to renew. For each such renewal, we grant you a license to the applicable Products for the duration of the license term effected by the renewal, governed by the same terms and conditions that governed your initial term license purchase.</p>	<p><b>5. 企业平台期限许可证的续订。</b> 除非订单上另有说明，否则对于您从我们这里购买的所有有限期限产品许可，(a) 订单上注明的许可期限到期时，您可以选择续订以同等时间长度为期限的该期限产品许可，每个续订期限许可费用等于上一到期期限许可的费用（先前订单中给予的任何交易折扣不计入其中）加上居民消费价格指数（CPI）和百分之五（5%）中的较高者，并且 (b) 您同意持续续订该期限产品许可，除非您在当前许可期限届满前至少九十（90）日书面通知我们您不会续订该期限许可。对于每次此类续订，我们会向您授予适用的具有有效许可期限的产品许可，并受与最初购买期限许可相同的条款和条件约束。</p>
<p><b>6. Additional Limited Warranties and Remedies.</b> We warrant that (a) for a period of six (6) months from the effective date of an order (“Enterprise Platform Warranty Period”), each Product listed on the order and Updates delivered for the Product during the Enterprise Platform Warranty Period will perform in substantial conformance with the technical specifications set forth in the Documentation; and (b) prior to release, we scan each version of the Products using a nationally recognized virus scanning program and we will remove any virus detected by such virus scanning program prior to releasing such version of the Products. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (1) the correction of the Product errors that caused the breach of the warranty; or (2) replacement of the Product; or (3) if neither of the foregoing can be reasonably effected by us, the refund of the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated.</p>	<p><b>6. 额外有限保证与救济。</b> 我们保证 (a) 自订单生效日起六（6）个月内（“<u>企业平台质保期</u>”），订单上列出的每个产品以及在企业平台质保期内为产品提供的更新，其性能将基本符合文档载明的技术规格；(b) 产品的每个版本发布之前，我们将使用国内认可的病毒扫描程序对其进行扫描，并在发布该版本的产品前删除该等病毒扫描程序检测到的任何病毒。若我们违反上述 (a) 款所述保证，您可以获得的唯一救济以及我们的全部责任将为 (1) 更正导致我们违反保证的产品错误；或者 (2) 更换产品；或者 (3) 若我们无法合理地实施前述任何一种方案，我们将退还许可费以及您已为产品支付的、任何未使用的预付技术支持服务，但产品的许可将被终止。</p>

### III. CLOUD PLATFORM LICENSE TERMS / 云平台许可条款

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

本第 III 部分的条款（“云平台许可条款”）仅适用于我们产品“云平台”版本的许可和提供。“云平台”版本是 MicroStrategy 软件平台的优化版本，专门设计用于通过 MicroStrategy 云配置控制台部署到 Amazon Web Services 或 Microsoft Azure 环境中。根据云平台许可条款许可的产品，专门用于订单上指定的“Cloud Platform for AWS”或“Cloud Platform for Azure”操作环境。

<p><b>1. License Grant.</b> We grant you and your affiliates a non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) install our Products identified in an order on servers and workstations in the country to which the Products are delivered; and (b) grant Named Users located anywhere in the world access to the Products (including the Documentation and reports, dashboards, dossiers and other output generated by the Products) in support of your internal business operations, each in accordance with the Documentation and license type(s) and terms specified on an order. We will supply each Product to you by making it available electronically. You may make additional copies of the download files containing the Products for archival purposes.</p>	<p><b>1. 授予许可。</b>在符合本协议条款和条件的前提下，我们根据适用法律授予您和您的关联公司非独占、不可转让的许可，准许您和您的关联公司（a）将订单上指定的我们的产品，安装到产品目的地国家境内的服务器和工作站上；以及（b）授权位于世界任何地方的指定用户访问产品（包括产品生成的文档、报告、商业智能仪表盘、档案和其他输出），以支持您的内部业务运营。在两种情形下均需要根据文档以及订单上指定的许可类型和条款进行。我们将通过电子方式向您提供每个产品。您可以额外复制包含产品的下载文件用于存档目的。</p>
<p><b>2. License Type.</b> Your license to a Product will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.</p>	<p><b>2. 许可类型。</b>您的产品许可将为指定用户许可或 CPU 许可，以订单注明的为准。产品的每个指定用户许可赋予指定用户在一个生产环境和最多两个非生产环境中访问和使用该产品的权利。产品的每个 CPU 许可使您有权将产品分配到一个生产环境和最多两个非生产环境中的单一 CPU，以便为数量不限的指定用户提供支持。</p>
<p><b>3. License Duration.</b> The duration of your license to a Product will be for a perpetual or limited term, as specified on an order. Subject to the terms of this Agreement and the applicable order, (a) if a “Perpetual” interval is specified for a Product, you will receive a license to that Product in perpetuity; and (b) if a “License Term” is specified on an order, you will receive a license to the Products listed on that order for the period specified on the order, commencing on the date of delivery of those Products.</p>	<p><b>3. 许可期限。</b>您的产品许可期限为永久或有限期限，以订单注明的为准。根据本协议条款和相关订单条款，（a）产品的指定时间间隔为“永久”的，您将收到该产品的永久许可；（b）如果订单上注明了“许可期限”，您将收到订单所列之产品许可，许可期限为以产品交付日期为起始日期的订单上指定期限。</p>
<p><b>4. Deployment Method.</b> You may only install the Products on servers and workstations under the control of your third-party service provider who hosts the Products on your behalf in a public cloud, and will deploy the Products only in the operating environment specified on the order. If the “Cloud Platform for AWS” operating environment is specified on the order, you may deploy the Products listed on the order solely in an Amazon Web Services environment, except for any Products which technically require deployment in a different operating environment. If the “Cloud Platform for Azure” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Microsoft Azure environment, except for any Products which technically require deployment in a different operating environment.</p>	<p><b>4. 部署方式。</b>您只能在代表您于公共云中托管产品的第三方服务提供商控制的服务器或工作站上安装产品，并且您将在订单指定的操作环境中部署产品。如果订单上指定了“Cloud Platform for AWS”操作环境，您仅可以在 Amazon Web Services 环境中部署订单上所列之产品，因技术要求必须被部署在其他操作环境中的产品除外。如果订单上指定了“Cloud Platform for Azure”操作环境，则您仅可以在 Microsoft Azure 环境中部署订单上所列之产品，因技术要求必须被部署在其他操作环境中的产品除外。</p>
<p><b>5. Renewal of Cloud Platform Term Licenses.</b> Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, (a) upon expiration of the license term specified on the order, you have the option to renew such term Product licenses for subsequent license terms of equal duration, each at a renewal term license fee equal to the term license fee for the prior, expiring license term (which will not account for any transaction incentives included on a prior order) increased by the greater of CPI and five percent (5%), and (b) you agree to renew such term Product licenses unless you provide written notice to us at least ninety (90) days before expiration of the then-current license term that you desire not to renew. For each such renewal, we grant you a license to the applicable Products for the</p>	<p><b>5. 云平台期限许可证的续订。</b>除非订单上另有说明，否则对于您从我们这里购买的所有有限期限产品许可，（a）订单上注明的许可期限到期时，您可以选择续订以同等时间长度为期限的该期限产品许可，每个续订期限许可费用等于上一到期限许可的费用（先前订单中给予的任何交易折扣不计入其中）加上居民消费价格指数（CPI）和百分之五（5%）中的较高者，并且（b）您同意持续续订该期限产品许可，除非您在当前许可期限届满前至少九十（90）日书面通知我们您不会续订该期限许可。对于每次此类续订，我们</p>

duration of the license term effected by the renewal, governed by the same terms and conditions that governed your initial term license purchase.

会向您授予适用的具有有效许可期限的产品许可，并受与最初购买期限许可相同的条款和条件约束。

**6. Additional Limited Warranties and Remedies.** We warrant that (a) for a period of six (6) months from the effective date of an order (“Cloud Platform Warranty Period”), each Product listed on the order and Updates delivered for the Product during the Cloud Platform Warranty Period will perform in substantial conformance with the technical specifications set forth in the Documentation; and (b) prior to release, we scan each version of the Products using a nationally recognized virus scanning program and we will remove any virus detected by such virus scanning program prior to releasing such version of the Products. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (1) the correction of the Product errors that caused the breach of the warranty; or (2) replacement of the Product; or (3) if neither of the foregoing can be reasonably effected by us, the refund of the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated.

**6. 额外有限保证和救济。**我们保证 (a) 自订单生效日起六 (6) 个月内 (“云平台质保期”)，订单上列出的每个产品以及在云平台质保期内为产品提供的更新，其性能将基本符合文档载明的技术规格；(b) 产品的每个版本发布之前，我们将使用国内认可的病毒扫描程序对其进行扫描，并在发布该版本的产品前删除该等病毒扫描程序检测到的任何病毒若我们违反上述 (a) 项所述保证，您可以获得的唯一救济以及我们的全部责任将为 (1) 更正导致我们违反保证的产品错误；或者 (2) 更换产品；或者 (3) 若我们无法合理地实施前述任何一种方案，我们将退还许可费以及您已为产品支付的、任何未使用的预付技术支持服务，但产品的许可将被终止。

## IV. MICROSTRATEGY CLOUD ENVIRONMENT SERVICE TERMS / MICROSTRATEGY 云环境服务条款

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

本第 IV 部分的条款 (“MicroStrategy 云环境服务条款”) 仅适用于提供 MCE 服务。MicroStrategy 云环境服务条款与云平台许可条款之间有冲突的，以 MicroStrategy 云环境服务条款为准。

**1. Access Grant.** During the term of your access to the MCE Service as set forth on an order (“MCE Service Term”), we grant you and your affiliates a non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and in accordance with applicable law, to grant Named Users located anywhere in the world access to our MCE Service (including the Documentation and reports, dashboards, dossiers and other output generated by the MCE Service) solely in support of your internal business operations, in a manner consistent with the Documentation and license type(s) and terms specified on an order. We will provide you access to your MCE Service environment by sending you an IP address or URL. During the MCE Service Term, you may only access and use the “Cloud Platform” version of our Products as part of the MCE Service provided by us pursuant to these MicroStrategy Cloud Environment Service Terms.

**1. 授予访问权限。**在订单上载明的您访问 MCE 服务的期间 (“MCE 服务期限”)，在符合本协议条款和条件的前提下，我们根据适用法律授予您和您的关联公司非独占、不可转让的权利，准许您和您的关联公司授权位于世界任何地方的指定用户访问我们的 MCE 服务 (包括 MCE 服务生成的文档、报告、商业智能仪表盘、档案和其他输出)，以便为您的内部业务运营提供支持 (仅限于此目的)，访问方式须与文档以及订单上指定的许可类型和条款一致。我们将向您发送 IP 地址或 URL，以便您可以访问您的 MCE 服务环境。在 MCE 服务期限内，您只能访问和使用我们根据 MicroStrategy 云环境服务条款提供并作为 MCE 服务一部分的我们产品的“云平台”版本。

**2. License Type.** Your use of our Products as part of the MCE Service will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product as part of the MCE Service entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product as part of the MCE Service entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.

**2. 许可类型。**您使用的作为 MCE 服务一部分的我们产品，其许可分为指定用户许可或 CPU 许可，具体以订单注明的为准。作为 MCE 服务一部分的产品其每项指定用户许可授权指定用户在一个生产环境和最多两个非生产环境中访问和使用该产品。作为 MCE 服务一部分的产品其每项 CPU 许可授权您将产品分配到一个生产环境和最多两个非生产环境中的单一 CPU，以便为数量不限的指定用户提供支持。

**3. MCE Service Duration.** Subject to the terms of this Agreement and the applicable order, each MCE Service Term will be for the period specified on the order, commencing on the effective date of the order. During the MCE Service Term, the MCE Service is non-cancelable and non-refundable.

**3. MCE 服务期限。**除本协议条款和相关订单另有规定外，每个 MCE 服务期限均为以产品交付日期为起始日期的订单上指定期限。在 MCE 服务期限内，MCE 服务不可取消且不可退款。

**4. Deployment Method.** We will manage and operate the MCE Service on your behalf in an Amazon Web Services or Microsoft Azure public cloud. If the “Cloud Platform for AWS” operating environment is specified on the order, we will provide the MCE Service solely in an Amazon Web Services environment that we procure on your behalf. If the “Cloud Platform for Azure” operating environment is specified on the order, we will provide the MCE

**4. 部署方式。**我们将代表您在 Amazon Web Services 或 Microsoft Azure 公共云中管理和运行 MCE 服务。如果订单上指定了“Cloud Platform for AWS”操作环境，我们将仅在代表您购买的 Amazon Web Services 环境中提供 MCE 服务。如果订单上指定了“Cloud Platform for Azure”操作环境，我们将仅在代表您购买的 Microsoft Azure 环境中提供 MCE 服务。

<p>Service solely in a Microsoft Azure environment that we procure on your behalf.</p>	
<p><b>5. Additional PaaS Components.</b> Each order will contain a list of the Products and Additional PaaS Components included with the MCE Service. Except as otherwise noted, all Additional PaaS Components are payable by you in advance and we will invoice you following the execution of an order. The following components comprise the Additional PaaS Components:</p> <ul style="list-style-type: none"> <li>(a) <b>Cloud Environment.</b> Under our “Cloud Environment” offering, we will provide support of a MicroStrategy Cloud Platform (in a production or non-production environment) managed by MicroStrategy experts in the MicroStrategy Cloud Environment. Support includes MicroStrategy and AWS/Azure experts and the provision of 24x7 monitoring, daily backups, updates and quarterly system reviews, as further described in the MCE Service Guide. Our Cloud Environment offering is sold for a fixed annual rate, payable in advance upon execution of an order.</li> <li>(b) <b>Cloud Support.</b> Under our “Cloud Support” offering, our Cloud Support engineers will provide ongoing support to help you maximize the performance and agility – and minimize the cost – of your MicroStrategy Cloud Platform deployment, as further described in the MCE Service Guide. We will deliver up to twenty-five percent (25%) of the annualized number of Cloud Support hours stated on an order on a quarterly basis during the MCE Service Term (i.e., during the first three-month period and each subsequent three-month period thereafter of the applicable MCE Service Term). You will be invoiced periodically for Cloud Support delivered in excess of the quarterly-allocated Cloud Support hours at the hourly rate listed on an order. You will reimburse us for all reasonable expenses we incur when delivering Cloud Support.</li> <li>(c) <b>Cloud Infrastructure.</b> Under our “Cloud Infrastructure” offering, we will procure certain cloud infrastructure service offerings on your behalf from our third-party service provider (either Amazon Web Services or Microsoft Azure, as applicable) to host the MicroStrategy Cloud Platform in a MicroStrategy Cloud Environment, as further described in the MCE Service Guide; those infrastructure service offerings will be operated out of a data center location or region that you and we mutually determine. Each MCE Service order will list the minimum amount you will pay us during the MCE Service Term for the cloud infrastructure service offerings based on your anticipated infrastructure needs, which will reflect the fees that we anticipate we will incur from our Third-Party Solution infrastructure provider (either Amazon Web Services or Microsoft Azure, as applicable) for those offerings plus twenty percent (20%). Following the execution of an order, you may request in writing (including by email) that we procure additional cloud infrastructure service offerings during the MCE Service Term and we will procure those on your behalf. We will invoice you periodically for any additional fees that we incur from our Third-Party Solution infrastructure provider arising from your use of the MCE Service, including for those additional offerings, plus twenty percent (20%).</li> </ul>	<p><b>5. 附加 PaaS 组件。</b> 每个订单都将含有 MCE 服务附带的产品和附加 PaaS 组件的清单。除另有说明外，所有附加 PaaS 组件均由您提前支付，我们将在您签署订单后向您开具发票。以下组成部分含有附加 PaaS 组件：</p> <ul style="list-style-type: none"> <li>(a) <b>云环境。</b> 我们将为我们的“云环境”产品提供 MicroStrategy 云平台作为支持（在生产或非生产环境中），该平台由 MicroStrategy 专家管理。提供的支持包括 MicroStrategy 和 AWS/Azure 专家，以及提供 24x7 监控、日常备份、更新和季度系统审核，MCE 服务指南对此有更详细描述。我们的云环境产品按固定年费率出售，签署订单后应提前付款。</li> <li>(b) <b>云支持。</b> 我们的云支持工程师将为我们的“云支持”产品提供持续的支持，以帮助您最大限度地提高您的 MicroStrategy Cloud Platform 部署的性能和灵活性，并最大限度地降低您的 MicroStrategy Cloud Platform 部署的成本，MCE 服务指南对此有更详细描述。在 MCE 服务期限内（即在最初的三个月期间以及适用的 MCE 服务期限之后的每三个月期间内），我们会每季度最高提供订单上所列之年度云支持小时数的 25%。我们为您提供的云支持超出规定云支持时间的，我们将按订单上列出的小时费率定期向您开具发票收取超过季度分配的云支持时间的费用。您将偿还我们在提供云支持过程中产生的所有合理开支。</li> <li>(c) <b>云架构。</b> 在我们提供的“云架构”产品中，我们将代表您从我们的第三方服务提供商（Amazon Web Services 或 Microsoft Azure，视情况而定）购买特定云架构服务，以在 MicroStrategy 云环境中托管 MicroStrategy 云平台，MCE 服务指南对此有更详细描述。该等云架构服务产品将在我们双方共同决定的数据中心位置或地区运行。每个 MCE 服务订单将根据您预期的云架构需求，列出您将在 MCE 服务期限内为云架构服务产品支付给我们的最低金额。该金额相当于我们预计需要为云架构服务产品向我们的第三方解决方案提供商（Amazon Web Services 或 Microsoft Azure，视情况而定）支付的费用再加上百分之二十（20%）。签署订单后您可以通过书面形式（包括通过电子邮件），要求我们在 MCE 服务期限内购买而我们代表您购买其他云架构服务产品。我们将定期向您开具发票，收取您使用 MCE 服务导致我们需要向第三方解决方案提供商支付的额外费用（包括为额外云架构产品支付的额外费用）再加上百分之二十（20%）。</li> </ul>
<p><b>6. Renewal of MCE Service.</b> Except as otherwise specified on an order, (a) upon expiration of the MCE Service Term specified on the order, you have the option to renew your right to access the MCE Service (for Products and Additional PaaS Components of the same types and quantities) for subsequent MCE Service Terms of equal duration, each at a renewal MCE Service fee equal to (i) the aggregate MCE Service fees attributable to the Products, the Cloud Environment offering and the Cloud Support offering for the prior, expiring MCE Service Term (which will not account for any transaction incentives included on a prior order), increased by the greater of CPI and five percent (5%), plus (ii) the MCE Service fees attributable to the Cloud</p>	<p><b>6. MCE 服务的续订。</b> 除非订单上另有说明，否则 (a) 订单上注明的 MCE 服务期限到期后，您可以选择以同等时间长度为期限为后续 MCE 服务续订访问 MCE 服务的权利（同样类型和数量的产品和其他 PaaS 组件），每个续订的 MCE 服务费用等于 (i) 当前到期的 MCE 服务的累计费用（包括产品，云环境产品和云支持产品所共同贡献，但先前订单中包含的任何交易折扣不计入其中），加上居民消费价格指数（CPI）和百分之五（5%）中的较高者，再加上 (ii) 初始订单中可归因于 Cloud Infrastructure 产品的 MCE 服务费用； (b) 您同意持续</p>

<p>Infrastructure offering on your initial order; and (b) you agree to renew your right to access the MCE Service unless you provide written notice to us at least ninety (90) days before expiration of the then-current MCE Service Term that you desire not to renew. For each such renewal, we grant you a right to access the MCE Service for the duration of the MCE Service Term effected by the renewal, governed by the same terms and conditions that governed your initial MCE Service purchase.</p>	<p>续订访问 MCE 服务的权利，除非您在当前 MCE 服务期限届满前至少九十（90）日书面通知我们您不会续订 MCE 服务费用。对于每次此类续约，我们均授予您在续约有效的 MCE 服务期限内访问 MCE 服务的权利，并受与您最初购买 MCE 服务时相同的条款和条件约束。</p>
<p><b>7. Perpetual Cloud Platform Licenses.</b> In the event the MCE Service incorporates the “Cloud Platform” version of our Products licensed by you on a perpetual license basis, following the expiration of the MCE Service Term, you will maintain a license to the Products, governed by the Cloud Platform License Terms.</p>	<p><b>7. 永久云平台许可。</b>如果 MCE 服务以永久许可形式纳入我们产品的“云平台”版本，则在 MCE 服务期限届满后，您将保留产品的许可，该许可受云平台许可条款管辖。</p>
<p><b>8. Suspension of Access and Removal of Customer Content.</b> We reserve the right to suspend your access to the MCE Service if you or any of your Named Users breach a material provision of this Agreement, and to remove any improper Customer Content that is uploaded or transferred to the MCE Service in violation of this Agreement.</p>	<p><b>8. 暂停访问并删除客户内容。</b>如果您或您的任何指定用户违反本协议的重要条款，我们保留暂停您访问 MCE 服务的权利，并删除任何已上传或已转移到 MCE 服务且违反本协议的不当客户内容。</p>
<p><b>9. MCE Service Obligations and Restrictions.</b> You will promptly notify us of any unauthorized use of any password or account or any other known or suspected breach of security of the MCE Service. If you become aware of any violation of your obligations by a Named User, you will immediately terminate such Named User’s access to the MCE Service and Customer Content. We and our affiliates are not responsible for unauthorized access to your Named User accounts, except to the extent caused by our breach of this Agreement. Except for our responsibilities as expressly set forth in an order, you are responsible for the development, content, operation, maintenance, and use of Customer Content and compliance with the MCE Service Guide and all MCE Service policies that we make available to you from time to time. If one of our Third-Party Solution infrastructure providers materially diminishes any Third-Party Solution included with the MCE Service or terminates its agreement with us, we will replace that Third-Party Solution with a materially equivalent solution.</p>	<p><b>9. MCE 服务义务与限制。</b>任何人未经授权使用任何密码或帐户，或存在任何其他已知或可疑的违反 MCE 服务安全的行为，您将及时通知我们。如果您发现任何指定用户违反了您的义务，您将立即终止该指定用户对 MCE 服务和客户内容的访问权限。有人未经授权访问您的指定用户帐户的，我们和我们的关联公司不承担责任，我们违反本协议导致该情形发生的除外。除了订单上明确规定属于我们的责任外，您负责客户内容的开发、内容、操作、维护和使用，并负责遵守我们不时向您提供的 MCE 服务指南和所有 MCE 服务政策。如果我们的第三方解决方案基础设施提供商之一对 MCE 服务附带的任何第三方解决方案作出重大减少或终止与我们的协议，我们将以实质上等效的解决方案替换该第三方解决方案。</p>
<p><b>10. Additional Limited Warranties and Remedies.</b> We warrant that (a) the MCE Service will perform in substantial conformance with the technical specifications set forth in the Documentation during an MCE Service Term; and (b) the functionality of the MCE Service will not decrease during an MCE Service Term; and (c) our employees and contractors will perform any Services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of the warranties set forth in subsections (a) or (b) above, your exclusive remedy, and our entire liability, will be (1) the correction of the MCE Service errors that caused the breach of the warranty; or (2) if such correction cannot be reasonably effected by us, the termination of all orders governed by these MicroStrategy Cloud Environment Terms and the refund of any unused, prepaid fees paid for the Additional PaaS Components. For any breach of the warranty set forth in subsection (c) above, your exclusive remedy and our entire liability will be re-performance of the Services at no cost to you.</p>	<p><b>10. 额外有限保证和救济。</b>我们保证 (a) 在 MCE 服务期限内，MCE 服务的性能将基本符合文档载明的技术规格；以及 (b) 在 MCE 服务期限内，MCE 服务的性能不会降低；以及 (c) 我们的雇员和承包商将以符合公认行业标准和惯例的方式提供订单上列出的任何服务。如果我们违反上述 (a) 或 (b) 项所述保证，您唯一的救济和我们全部的责任将为 (1) 我们更正导致我们违反保证的 MCE 服务错误；或者 (2) 我们无法合理地进行该等更正的，终止受 MicroStrategy 云环境条款管辖的所有订单，并返还您已为附加 PaaS 组件支付的、任何未使用的预付费用。我们违反上述 (c) 项所述保证的，我们将免费为您再次提供服务，作为您唯一的救济和我们全部的责任。</p>
<p><b>11. Return of Customer Content Following Termination.</b> Upon termination of all orders governed by these MicroStrategy Cloud Environment Terms, we will make all Customer Content available for your download in the format in which it was stored as part of the MCE Service for thirty (30) days after termination, after which time it will be deleted.</p>	<p><b>11. 订单终止后返还客户内容。</b>受 MicroStrategy 云环境条款管辖的所有订单终止后，我们将在终止后三十（30）日内提供所有客户内容供您下载（按照客户内容作为 MCE 服务一部分进行储存时使用的格式），该期限之后所有客户内容将被删除。</p>
<p><b>12. Operational Notices.</b> Notwithstanding anything to the contrary in the Agreement, we may give notices regarding the MCE Service to you by means of a general notice posted on the log-in page of the MCE Service. Such notices will be deemed to have been given the first time you (or any of your Named Users) log in to the MCE Service after the notice has been posted. Notices under an MCE Service policy will be given in accordance with the terms of the policy.</p>	<p><b>12. 运行通知。</b>不论本协议是否有任何相反规定，我们可以在 MCE 服务的登录页面上张贴一般性通知，从而向您发出关于 MCE 服务的通知。该等通知视为在您（或您的任何指定用户）于我们张贴一般性通知后首次登陆 MCE 服务之时送达。MCE 服务政策规定的通知将根据该政策发出。</p>



## V. SERVICES TERMS / 服务条款

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

本第 V 部分的条款 (“服务条款”) 仅适用于我们的技术支持产品、教育产品和咨询服务产品。

<p><b>1. Pricing Models.</b> Each type of Service purchased under these Services Terms will be provided under one of the following pricing models.</p> <p>(a) <u>Annual Subscription.</u> Services sold under an “<u>Annual Subscription</u>” pricing model will be designated on an order by an “Annual” interval at a fixed annual fee. We will provide these Services to you for a period of twelve (12) months beginning on the effective date of the order, except as otherwise set forth below. Annual Subscription Services are payable by you in advance following the execution of an order and are renewable thereafter as described further below.</p> <p>(b) <u>Hourly.</u> Services sold under an “<u>Hourly</u>” pricing model will be designated on an order by a “Project” interval at an hourly rate for an estimated number of hours. We will deliver these Services at your request on a time and materials basis during the twelve (12) month period beginning on the effective date of the order; the number of hours that we actually deliver may vary from the estimated number of hours listed on the order. For clarity, these types of Services are not provided on a fixed-fee basis and we do not guarantee completion of deliverables within a specific number of hours. If the parties anticipate that the hours to be delivered will exceed the estimated hours set forth on the order, we will request your approval to exceed the estimate and will not deliver those excess hours until we receive your approval; such approval may be provided by email or in an executed change order. We will invoice you periodically for hours delivered and expenses we incur while providing the Services.</p> <p>(c) <u>Prepaid Hourly.</u> Services sold under a “<u>Prepaid Hourly</u>” pricing model will be designated on an order by an “Annual” interval at an hourly rate for a set number of hours. Prepaid Hourly Services are payable by you in advance and we will invoice you for the total number of stated hours following the execution of an order. We will deliver these Services at your request on a time and materials basis up to the number of hours stated on the order; hours not requested during the twelve (12) month period beginning on the effective date of the order will expire. We will invoice you for Services delivered in excess of the stated hours at the Prepaid Hourly rates listed on the order; we will also invoice you periodically for expenses we incur while providing the Services.</p>	<p><b>1. 价格模式。</b> 根据服务条款购买的每种服务，均将根据下述价格模式之一提供。</p> <p>(a) <u>按年订购。</u> 按照“<u>按年订购</u>”价格模式出售的服务，将在订单上指出其“年度”时间间隔和固定年费。除下文另有规定外，我们将自订单生效日起十二（12）个月内向您提供服务。您需在订单签订后提前支付按年订购服务。按年订购服务到期后可以续定，下文将进一步作出说明。</p> <p>(b) <u>按小时收费。</u> 根据“<u>按小时收费</u>”价格模式出售的服务，将在订单上指出其“项目”时间间隔、每小时费率和预计所需小时数。我们将根据您的要求，自订单生效日起十二（12）个月内按时间和材料基准提供服务；我们提供服务的实际小时数可能与订单上列出的预计小时数不同。为清楚起见，该类型服务的费用并不固定，我们不保证在规定小时数内完成可交付成果。如果双方预计提供服务实际用时将超过订单上规定的预计小时数，我们将要求您批准我们超出预计时间提供服务，并且在收到您的批准之前我们不会超出预计时间提供服务。您可以通过电子邮件或签署变更订单的方式进行批准。我们会定期向您开具发票，按我们提供服务所用小时数收取费用，并收取我们提供服务产生的开支。</p> <p>(c) <u>按小时预付。</u> 根据“<u>按小时预付</u>”价格模式出售的服务，将在订单上指出其“年度”时间间隔、每小时费率和固定小时数。您需要提前支付按小时预付服务的费用，我们将在签署订单后向您开具发票，按照订单所述总小时数向您收取费用。我们将根据您的要求按时间和材料基准提供服务，直至达到订单所述小时数为止。服务时间自订单生效日起十二（12）个月内有效，超过该期限您未要求提供服务的小时数将过期。我们提供服务实际用时超出订单所列小时数的，我们将按照按小时预付价格模式的费率向您开具发票收取费用。我们还将定期向您开具发票，收取我们在提供服务时产生的费用。</p>
<p><b>2. Technical Support.</b></p> <p>(a) <u>Levels of Technical Support Offerings.</u> We offer four (4) levels of Technical Support Services – Standard Support, Extended Support, Premier Support and Elite Support – each of which is provided by us in accordance with and described in the Technical Support Policy. We will provide you the level of Technical Support Services specified on an order. Each of these support offerings is provided on an Annual Subscription basis.</p> <p>(b) <u>Support Liaisons.</u> You may designate a set number of Support Liaisons (as defined in our Technical Support Policy) for each or your DSIs based on the level of Technical Support Services you purchase. You may also purchase additional Support Liaisons on an Annual Subscription basis.</p>	<p><b>2. 技术支持。</b></p> <p>(a) <u>技术支持产品的级别。</u> 我们提供四（4）个级别的技术支持服务 - 标准支持、延伸支持、高级支持和尊享支持。每个级别的技术支持服务在我们的技术支持政策中均有描述。我们将根据我们的技术支持政策提供每个级别的技术支持服务。我们将按照订单上指定的级别为您提供相应技术支持服务。每个级别的技术支持服务均根据按年订购价格模式提供。</p> <p>(b) <u>支持联络员。</u> 您可以为以您购买的技术支持服务级别为基础的每个 DSI 或您的 DSI 指定一定数量的支持联络员（定义见我们的技术支持政策）。您还可以根据按年订购价格模式购买额外支持联络员。</p>

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

- (c) **企业支持。**作为您订购的技术支持服务的一部分，您可能有资格获得技术支持政策上指明的“**企业支持**”服务。您也可以按照按小时预付价格模式购买额外企业支持。
- (d) **额外技术支持条款。**永久产品许可的每个订单都将注明自产品交付之日起十二（12）个月内标准技术支持服务的费用，订单上将把该费用计作许可费用的一部分（百分比）。除订单另有规定外，（a）初始年度订购期限届满后，您可以选择在后续年度订购期限内续订产品许可上的标准技术支持服务，后续每个年度订购期限的年度费用，等于上一年度订购期限的费用增加居民消费价格指数（CPI）和百分之五（5%）中的较高者；以及（b）除非您在当前订购期限到期前至少九十（90）日书面通知我们，表明您希望终止您所有产品许可上的技术支持服务，否则您同意续订标准技术支持服务。定期许可的标准技术支持服务包含在定期许可费用内。对于每个产品许可，我们将根据您的要求免费向您提供更新，更新属于您订购的技术支持服务的一部分。更新将不包括我们单独销售的新产品。我们保证，在被激活的订阅技术支持服务期间内，我们不会大幅降低所提供的技术支持服务的水准。

**3. Education.** We offer education and training Services on either an Annual Subscription or Hourly basis, as described below. Education offerings may be purchased via an order or an online purchase. In the case of education offerings purchased online, references to an order will be deemed to refer to the online purchase, and references to the “effective date of an order” will be deemed to mean the date of online purchase.

**3. 教育。**我们以按年度订购或按小时收费价格模式提供教育和培训服务，具体如下所述。您可以通过订单或在线购买的方式购买教育产品。您通过线上方式购买教育产品的，提到订单时视为指在线购买，提到“订单生效日”视为指在线购买日期。

(a) **Types of Education Offerings.**

(a) **教育产品的类型。**

(i) **Education Passes.** Education Passes are sold on an Annual Subscription basis and provide our customers and partners with flexible access to our training materials, courses and other education offerings as described further below. Each Education Pass provides a single individual (“Education Pass User”) global access to instructor-led public training classes (virtual or in-person) and self-paced training courses, and includes all applicable certification exam fees. There are two types of Education Passes: an “Architect Education Pass,” that provides the Education Pass User with unlimited access to all live or on-demand courses and annual certifications specific to Architects and the establishment of an Intelligence Center, and access to our “Expert.Now” offering, as further described below; and an “Analyst Education Pass,” that provides the Education Pass User with access to all live or on-demand courses and annual certifications specific to Analysts. We will notify you that your Education Pass subscription is set to expire between thirty (30) and ninety (90) days prior to the expiration of the then-current term. If you do not wish to renew the Education Pass subscription, you must notify us by emailing [education@microstrategy.com](mailto:education@microstrategy.com) prior to the expiration of the then-current term; otherwise, the Education Pass subscription will automatically renew for a subsequent twelve (12) month term at the then-current list price. No more than once during an Education Pass subscription term, you may reassign an Education Pass subscription to a new Education Pass User for the remainder of the subscription term if the current Education Pass User has not used the Education Pass to attend any public instructor-led courses or access any self-paced training

(i) **教育通行证。**教育通行证以按年订购价格模式出售。通过教育通行证我们的客户和合作伙伴可以获取培训材料，参加培训课程以及其他下列教育产品，在时间上较为灵活。每个教育通行证可供一人（“**教育通行证用户**”）在全球范围内参加导师引导型公共培训课程（虚拟或面对面）和自定进度型培训课程，所有相关认证考试费用均包括教育通行证内。教育通行证有两种，一种为“**架构师教育通行证**”，提供专门针对架构师和智能中心设立的年度认证，其教育通行证用户可以不受限制地参加所有直播或点播课程，也可以获取如下详述的“Expert.Now”产品；另一种为“**分析师教育通行证**”，提供专门针对分析师的年度认证，其教育通行证用户可以参加所有直播或点播课程。在当前期限届满前三十（30）日至九十（90）日之间，我们将向您发出通知，告知您订购的教育通行证即将到期。若您无意续订教育通行证，您必须在当前期限到期前发送电子邮件至 [education@microstrategy.com](mailto:education@microstrategy.com) 通知我们，否则教育通行证将以当时有效的目录价格自动续期十二（12）个月。如果当前的教育通行证用户未使用教育通行证参加任何导师引导型公共课程或自定进度型培训课程，或者当前的教育通行证用户已终止与您的雇佣关系，则在教育通行证订购期限内，您可以将订购的教育通行证重新分配给新的教育通行证用户（只能重新分配一次）。

courses or if the current Education Pass User has terminated employment with you.

1) Trial Architect Education Passes. Each of your employees with a corporate email address may register for and receive an Architect Education Pass for a trial period of 30 days, commencing on the date of registration (“Trial Period”). During the Trial Period, such individual will have access to all of the benefits of an Architect Education Pass (including access to Expert.Now), except that, during the Trial Period, such individual will not be able to obtain any certification for Architects and will not have access to certification exams. Following the expiration of the Trial Period, such individual’s rights to access the benefits of an Architect Education Pass will terminate, and may only be extended through your purchase of an Architect Education Pass.

(ii) Education Services. Education Services are sold on an Hourly basis. Under an “Education Services” engagement, we will assist you with customizing and adapting our courseware and training classes to your application standards, data sets, customizations and use cases. You will reimburse us for all reasonable expenses we incur when delivering these Education Services. We grant you a license to use the work product we develop as part of an Education Services engagement in support of your internal business operations.

(b) Additional Education Terms.

(i) Instructor-Led Private Classes. For each in-person instructor-led private training class delivered at a non-MicroStrategy location, (a) if the instructor is required to travel to deliver the class, you will reimburse us for the instructor’s reasonable travel expenses and (b) if we are required to rent a facility to deliver the class, you will reimburse us for all reasonable facility rental fees we incur.

(ii) Courseware for Instructor-Led Training Classes. For each instructor-led training class (whether public or private, virtual or in-person) we deliver to you, we will make electronic versions of the course content files for the class (“Courseware”) available to you, and you may reproduce and distribute one paper copy of the Courseware to each of your employees (or other individual designated by you) who attends the class. Your use of the Courseware is limited to use only by those individuals who attend the class, solely for their own training purposes.

(iii) Intellectual Property and Subcontractors. All education course materials (including Courseware) are copyrighted by us and are our Confidential Information. Education and training Services are provided and delivered either directly by us or through our subcontractors. Notwithstanding anything to the contrary in any written agreement between you and us, if any, you consent to our use of subcontractors to provide education and training Services.

(iv) Expert.Now. Each Education Pass User who holds an Architect Education Pass (“Architect Pass User”) will receive access to “Expert.Now,” a MicroStrategy education offering that enables the user to request access to and join video chat rooms with MicroStrategy analysts and architects (“Experts”) during normal business hours to request tailored guidance and instruction on the features and functionality of MicroStrategy products. We will provide access to Expert.Now through the MicroStrategy Community site and any other interface that we make available to you. The Expert.Now offering is subject to the availability of an Expert with expertise in the subject area

1) 试用架构师教育通行证。您的每个拥有公司电子邮件地址的员工都可以注册并获得一个试用架构师教育通行证，自注册之日起开始期限为 30 天（“试用期”）。在试用期内，该个人将获得架构师教育通行证的所有利益（包括参加 Expert.Now），但在试用期内，该个人将无法获得架构师证书，也无法参加认证考试。试用期届满后，该个人获得“架构师教育通行证”利益的权利将终止，并且仅能通过购买“架构师教育通行证”进行延长。

(ii) 教育服务。教育服务以按小时收费价格模式出售。在提供“教育服务”过程中，我们将根据您的应用程序标准、数据集、定制选择和用例，协助您定制我们的课件和培新课程并调整我们的课件和培训。您将偿还我们提供教育服务产生的所有合理开支。我们许可您使用我们在提供教育服务过程中开发的工作成果，以便为您的内部运营提供支持。

(b) 额外教育条款。

(i) 导师引导型私人课程。对于在非 MicroStrategy 地点提供的每个面对面导师引导型私人培训课程，(a) 如果导师需要前往培训地点提供课程，您将向我们偿还导师的合理差旅费用；以及 (b) 如果我们需要租用设施来提供课程，您将向我们偿还我们产生的所有合理设施租赁费用。

(ii) 导师引导型培训课程的课件。对于我们为您提供的每个导师引导型培训课程（无论是公共还是私人培训课程，虚拟还是面对面培训课程），我们将为您提供课程内容文件（“课件”）的电子版本，您可以复制并将课件的一份纸质复本分发给参加课程的每位雇员（或您指定的其他人）。您对课件的使用仅限于将课件分发给参加课程的个人以便其参加培训。

(iii) 知识财产和分包商。所有教育课程资料（包括课件）的版权属于我们所有，并且是我们的机密信息。我们将直接或通过分包商提供教育和培训服务。不论您与我们之间的任何书面协议是否有任何相反规定，（如确实有）您同意我们通过分包商提供教育和培训服务。

(iv) Expert.Now。每位持有架构师教育通行证的教育通行证用户（“架构师通行证用户”）都将获得我们的教育产品“Expert.Now”的访问权限，该产品赋予用户在正常工作时间请求访问以及进入有我们分析师和架构师（“专家”）参与的视频聊天室的权利，目的是为了获取针对我们产品的特性和功能量身定制的指导和说明。我们将通过 MicroStrategy Community 网址及我们提供给您的任何其他界面给予您对 Expert.Now 的访问权限。Expert.Now 产品的提供取决于专家在请求指导的主题领域的专业知识可用性；如果无法根据要求立即提供专家，则架构师通行证用户可以在下一个可用窗口期，安排一次与专家的视频聊天会话。作为澄清，Expert.Now 是一种教育产品，并不属于技术支持服务的一部分。与您使用 Expert.Now 产品相关，您将不会向我们传输或向我们提供任何访问权有关于 (1) 受保护

<p>for which guidance is requested; if an Expert is not available immediately upon request, the Architect Pass User may schedule a video chat session with an Expert during the next window of availability at his/her convenience. For clarity, ExpertNow is an education offering and is not part of Technical Support Services. In connection with your use of the ExpertNow offering, you will not transfer to us or provide us any access to (1) Protected Data (except for Protected Data related to your contact persons); or (2) material in violation of third-party privacy rights; or (3) libelous, or otherwise unlawful or tortious material; or (4) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (5) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.</p>	<p>数据（与您的联系人有关的受保护数据除外）；          (2) 违反第三方隐私权的资料； (3) 诽谤或其他非法或侵权的资料； (4) 侵犯任何实体或个人的任何版权，商标，专利，商业秘密或其他所有权的资料；或 (5) 病毒，特洛伊木马，蠕虫，定时炸弹，清除程序，腐蚀性文件或任何其他类似软件或程序。</p>
<p><b>4. Consulting.</b> We offer consulting Services on an Hourly basis, either as a packaged consulting Service offering or as an individual consultant resource Service offering, each as more particularly described below.</p> <p>(a) <u>Types of Consulting Services.</u></p> <p>(i) <u>Packaged Consulting Services.</u> For packaged consulting Service offerings, we will perform the applicable tasks described below at your request on an Hourly basis at a single blended rate, regardless of the consultant(s) we engage to provide the Services. For these offerings, we will determine the level of consultant(s) who will provide the Services at our sole discretion, and the location where the Services will be performed (either onsite or remotely from our offshore Global Delivery Center).</p> <p>(1) <u>Platform Services.</u> Under a “Platform Services” engagement, we will assist you with architecting, configuring, and deploying your Product architecture; tasks may include designing a best practice-based architecture that includes separate environments for development and user testing to enable end users to experience great application performance across applications during peak hours while minimizing system cost; developing a sizing strategy to maximize platform efficiency; configuring administration services and security settings including provisioning users, scheduling, subscriptions, system monitoring, OS patches, and back-ups; and designing an upgrade strategy to enable you to start using the latest innovations from MicroStrategy faster.</p> <p>(2) <u>Application Services.</u> Under an “Application Services” engagement, we will assist you with defining, developing and deploying end-to-end enterprise or departmental applications; tasks may include determining the optimal technology approach and caching strategy to deliver effective, high-performance applications; leveraging a best practice approach for building new applications which includes conducting user workshops, building wireframes, iterating, testing, documenting and mentoring to increase adoption; and enhancing, optimizing or redesigning existing applications for improved user experience, faster performance or extended functionality.</p> <p>(3) <u>Analytics Services.</u> Under an “Analytics Services” engagement, we will assist you with designing and configuring a scalable and reusable federated enterprise data layer that supports a single version of the truth; tasks may include configuring and optimizing connections to databases, big data sources, NoSQL sources, and enterprise applications to access enterprise data for use in analytics and mobility</p>	<p><b>4. 咨询。</b>我们以按小时收费价格模式提供咨询服务。咨询服务的类型有咨询服务包或通过个人顾问提供的服务，下文将分别详细介绍。</p> <p>(a) <u>咨询服务的类型。</u></p> <p>(i) <u>咨询服务包。</u>对于咨询服务包产品，我们将按照您的要求以单一混合费率并以按小时收费价格模式开展下述相关工作，不论我们聘请来提供服务的顾问属于何种级别。我们将自行决定提供服务的顾问的级别，以及提供服务的地点（在现场或从我们的境外全球交付中心远程提供）。</p> <p>(1) <u>平台服务。</u>在提供“平台服务”过程中，我们将协助您构建、配置和部署产品架构。相关工作可能包括设计基于最佳实践的架构（该构架含有用于开发和用户测试的独立环境），以使最终用户能够在高峰时段体验不同应用程序的出色性能，同时最大限度地降低系统成本；制定规模策略以使平台效率最大化；配置管理服务以及安全设置，包括用户配置、调度、订阅、系统监控、操作系统补丁、备份；以及设计升级策略使您能够更快地开始使用 MicroStrategy 的最新创新。</p> <p>(2) <u>应用服务。</u>在提供“应用服务”过程中，我们将协助您定义、开发和部署端到端企业级或部门级应用程序；相关工作可能包括确定最佳技术方法和缓存策略，以提供有效、高性能的应用程序；利用最佳实践方法构建新的应用程序，包括举行用户研讨会、构建线框图、迭代、测试、记录和引导以提高采用率；以及增强、优化或重新设计现有应用程序，以改善用户体验、提高性能或扩展功能。</p> <p>(3) <u>分析服务。</u>在提供“分析服务”过程中，我们将协助您设计和配置可扩展、可重复使用的，支持事实单一版本的联合企业数据层；相关工作可能包括配置和优化与数据库、大数据源、NoSQL 源和企业应用程序的连接，以访问用于分析和移动应用程序的企业数据；设计优化后的内存策略，并向分析师、数据科学家和</p>

<p>applications; designing an optimized in-memory strategy and publishing high performance data sets to Analysts, Data Scientists and Developers, and Architects, so they can build analytics, models and applications faster on trusted data; and conducting regression testing, reviewing the schema, resolving issues, and implementing a process for on-going data integrity management.</p> <p>(4) <u>Mobility Services</u>. Under a “Mobility Services” engagement, we will assist you with defining, developing and deploying end-to-end enterprise mobile architecture and applications; tasks may include implementing a successful mobile strategy in a heterogeneous device environment that optimizes the experience for iOS and Android users; leveraging a best practice approach for building new mobile apps which includes conducting user workshops, building wireframes, iterating, testing, documenting and mentoring to increase adoption; developing a caching strategy that optimizes the performance and offline experience of apps; determining the optimal deployment strategy and navigating security requirements and industry regulations; and enhancing, optimizing or redesigning existing apps for improved user experience, faster performance or extended functionality such as write-back capabilities or mobile alerting via push notifications.</p> <p>(ii) <u>Individual Consultant Resources</u>. We also offer consulting Services at certain individual consultant resource levels – Specialist, Master, Expert and Fellow. For these individual consultant resource Service offerings, we will perform the applicable tasks set forth on an order or a statement of work at your request on an Hourly basis at the hourly rates applicable to each resource. Each of these resource levels are available either onsite or remotely from our offshore Global Delivery Center.</p> <p>(b) <u>Additional Consulting Terms</u>. You will reimburse us for all reasonable expenses we incur when delivering the Services. We grant you a license to use the work product we develop as part of a consulting Services engagement in support of your internal business operations.</p>	<p>开发人员以及架构师发布高性能数据集，以便他们可以更快地在可信数据上构建分析工具、模型和应用程序；进行回归测试、审核模式、解决问题以及实施持续的数据完整性管理流程。</p> <p>(4) <u>移动服务</u>。在提供“移动服务”过程中，我们将协助您定义、开发和部署端到端企业移动架构和应用程序；相关工作可能包括在异构设备环境中实施成功的移动策略，以优化 iOS 和 Android 用户的体验；利用最佳实践方法构建新的移动应用程序，包括举行用户研讨会、构建线框图、迭代、测试、记录和指导以提高采用率；制定缓存策略以优化应用程序的性能和离线体验；确定最佳部署策略、浏览安全性要求和行业监管；增强、优化或重新设计现有应用程序，以改善用户体验、提高性能或扩展功能，例如回写功能或通过推送通知进行移动警报。</p> <p>(ii) <u>个人顾问资源</u>。我们还通过个人顾问提供咨询服务，个人顾问的级别有专业人员、教师、专家和会士。对于由个人顾问提供的服务，我们将按照您的要求以按小时收费价格模式，开展订单或工作说明书规定的相关工作，费用按照各个级别顾问适用的小时费率收取。每个级别的个人顾问可以在现场提供服务或从我们的境外全球交付中心远程提供服务。</p> <p>(b) <u>额外咨询条款</u>。您将偿付我们在提供服务过程中产生的所有合理开支。我们许可您使用我们在提供咨询服务过程中开发的工作成果，以为您的内部运营提供支持。</p>
<p><b>5. <u>Additional Limited Warranty Applicable to all Service Offerings</u></b>. We warrant that our employees and contractors will perform any Services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of this warranty, your exclusive remedy and our entire liability will be reperformance of the Services at no cost to you.</p>	<p><b>5. <u>适用于所有服务产品的额外有限保证</u></b>。我们保证，我们的雇员和承包商将以符合公认行业标准和惯例的方式提供订单所列的任何服务。若我们违反该项保证，我们将免费为您再次提供服务，作为您唯一的救济以及我们的全部责任。</p>



## SCHEDULE 1 - TERRITORY-SPECIFIC TERMS

### 附件 1 – 地区 – 特别条款

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

本附件 1 ( “地区-特别条款” ) 的条款反应了我们的产品和服务所售的每一法域的特定法律及经营要求。就本协议项下的每一订单而言，下列适用于特定地区的条款与条件构成本协议针对该订单的补充与修订。

1. **United States and Canada.** If the Territory is the United States or Canada, the MicroStrategy contracting entity on the order is **MicroStrategy Services Corporation**, a Delaware corporation with offices at 1850 Towers Crescent Plaza, Tysons Corner, Virginia, United States 22182, and the following terms apply:
  - (a) the Governing Law will be the laws of the Commonwealth of Virginia, United States, and controlling United States federal law; and
  - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of United States state and federal courts with jurisdiction over Fairfax County, Virginia, United States.
  - (c) Any Products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with FAR 12.212, Computer Software (October 1995), 52.227-19, Commercial Computer Software Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998).
  - (d) We are a federal contractor. As a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, **you will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.** This language is provided as part of our compliance with the applicable Executive orders, statutes and regulations regulated by the Department of Labor; and
  - (e) References to “CPI” will be deemed to mean the latest published percentage increase in the United States Consumer Price Index-All Urban Consumers, U.S.-All items, 1982-84=100 at the time of the renewal.
2. **Argentina.** If the Territory is the Republic of Argentina, the MicroStrategy contracting entity on the order is **MicroStrategy Brasil Ltda. Sucursal Argentina**, with offices at Av. Leandro N. Alem 1134, 13th floor, Ciudad Autónoma de Buenos Aires, C1001AAT, Argentina, and the following terms apply:
  - (a) the Governing Law will be the laws of the Republic of Argentina; and
  - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Buenos Aires, Argentina; and
  - (c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “In no event will we or any of our affiliates and licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, including without limitation for loss of business, loss of income, revenue, earnings, net worth or profit, loss of opportunity or damage to reputation;” and
  - (d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable in full thirty (30) days from the date of receipt of the invoice and will be deemed overdue if they remain unpaid thereafter. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which remain unpaid after the due date will be subject to a late charge equal to the then-current interest rate of Banco De La Nación Argentina for discounted commercial paper transactions (tasa activa para operaciones de descuento de documentos), accruing monthly from the due date until such amount is paid. All fees are due to us in the currency listed on an order; notwithstanding the foregoing, if an order includes fees listed in the currency of legal tender in the United States of America (“**Dollars**”), such fees must be paid in Dollars or their equivalent in Argentinian Pesos, at the sell rate of the Dollar published by Banco De La Nación Argentina on the day prior to the date of effective payment. Fees listed on an order do not include V.A.T. If a stamp tax applies to an order, fifty percent (50%) of such tax will be borne by us and the remaining fifty percent (50%) will be borne by you. We will pay the full amount of the applicable tax to the corresponding agencies and will subsequently invoice you for the portion of the tax you are responsible for. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you”; and
  - (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Brasil Ltda. Sucursal Argentina, Attention: Legal Representative, Av. Leandro N. Alem 1134, piso 13, Ciudad Autónoma de Buenos Aires, C1001AAT, Argentina; email: crequest@microstrategy.com;” and
  - (f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “twelve (12) months;” and



- (g) Section 5 of the “Enterprise Platform License Terms,” Section 5 of the “Cloud Platform License Terms,” and Section 6 of the “MicroStrategy Cloud Environment Service Terms” are inapplicable; and
- (h) the definition of CPI in the Agreement is inapplicable and subsection (a) of the “Additional Technical Support Terms” section of the Services Terms is deleted and replaced with the following: “(a) upon expiration of the initial annual subscription term, you have the option to renew Standard Technical Support Services on those Product licenses for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee and ...”
- 3. Australia and New Zealand.** If the Territory is Australia or New Zealand, the MicroStrategy contracting entity on the order is **MicroStrategy Pty. Ltd.**, ABN 59 094 495 020 with offices at Level 4, 68 York Street, Sydney, NSW 2000 Australia, and the following terms apply:
- (a) the Governing Law will be the laws of New South Wales, Australia; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia; and
- (c) references to “CPI” in the Agreement will be deemed to refer to “Australia CPI.”
- 4. Belgium, The Netherlands and Luxembourg (Benelux).** If the Territory is Belgium, the Netherlands or Luxembourg, the MicroStrategy contracting entity on the order is **MicroStrategy Benelux BV, MicroStrategy Belgium BVBA**, and the following terms apply:
- (a) the Governing Law will be the laws of the Netherlands for customers with their registered corporate address in the Netherlands and the laws of Belgium for customers with their registered corporate address in Belgium or Luxembourg; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Amsterdam, Netherlands for customers with their registered corporate address in the Netherlands and to the exclusive jurisdiction of the courts of Brussels, Belgium for customers with their registered corporate address in Belgium or Luxembourg; and
- (c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section of this Agreement, (b) bodily injuries or death caused by us, (c) the damages resulting from a party’s gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.”; and
- (d) references to “CPI” in the Agreement will be deemed to refer to “the latest published percentage increase in local Consumer Price Index at the time of the renewal.”
- 5. Brazil.** If the Territory is Brazil, the MicroStrategy contracting entity on the order is **MicroStrategy Brasil Ltda.**, with offices at Rua Chedid Jafet, 222, conjunto 32C, Bloco C, Vila Olímpia, São Paulo / São Paulo, CEP: 04551-065, Brazil, and the following terms apply:
- (a) the Governing Law will be the laws of Brazil; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the Central Court of the City of São Paulo, Brazil; and
- (c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “In no event will we or any of our affiliates or licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, exemplary damages, or loss of profit, whether in contract, tort, or otherwise, even if we or any of our affiliates or licensors have been advised of the possibility of such damages and even if an agreed remedy fails of its essential purpose or is held unenforceable for any other reason.”; and
- (d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “Except as otherwise set forth on an order, invoices will be issued in Reais (R\$), within five (5) calendar days of the effective date of an order. All fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice and will be deemed overdue if they remain unpaid thereafter. Any amounts which remain unpaid after the due date will be increased based on the variation of the IGP-M, from the due date until such amount is paid, and will be subject to a late charge equal to one percent (1%) per month, pro-rata-die. In addition to the foregoing monetary adjustment, any amounts that remain unpaid for more than ten (10) days after the due date will be increased by an additional two percent (2%) late charge. Fees on an order include all taxes for billing in São Paulo. If there are changes in the taxes or tax rates, fees will be adjusted accordingly to conform to the rates and taxes applicable on the date of the invoice. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.”; and
- (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Brasil Ltda., Attention: Legal Representative, at Rua Chedid Jafet, 222, conjunto 32C, Bloco C, Vila Olímpia, São Paulo / São Paulo, CEP: 04551-065, Brazil; email: crequest@microstrategy.com; and
- (f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “three (3) months;” and
- (g) the definition of CPI in the Agreement is inapplicable and subsection (a) of the “Additional Technical Support Terms” section of the Services Terms is deleted and replaced with the following: “(a) upon expiration of the initial annual subscription term, you have the option to renew standard Technical Support Services on those Product licenses for subsequent annual subscription

terms, each at an annual fee equal to the prior annual subscription term fee increased by the “IGP-M”, or, in its absence, the official index that best reflects the inflation of the prior period and ...”
<p>6. <b>China.</b> If the Territory is China, the MicroStrategy contracting entity on the order is <b>MicroStrategy Singapore Pte. Ltd.</b>, with offices at 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632, and the following terms apply:</p> <ul style="list-style-type: none"><li>(a) The Governing Law will be the laws of Singapore; and</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdictions of the courts of Singapore; and</li><li>(c) in the event of a conflict between the English-language version and the Chinese-language version of this Agreement, or between the English-language version and the Chinese-language version of an order, the English-language version will prevail; and</li><li>(d) references to “CPI” in the Agreement will be deemed to refer to “China CPI.”</li></ul> <p>6. <b>中国。</b>如果地区为中国，订单上的MicroStrategy签约实体为<b>MicroStrategy Singapore Pte. Ltd.</b>，其办公室位于1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632，并适用以下条款：</p> <ul style="list-style-type: none"><li>(a) 适用法律为新加坡法律；以及</li><li>(b) 由本协议或本协议下双方的关系引起的或与之有关的任何争议、诉讼、权利要求或诉由，均由新加坡的法院专属管辖；以及</li><li>(c) 如果本协议的英文版本与中文版本之间发生冲突，或者订单的英文版本与中文版本之间存在冲突，以英文版本为准；以及</li><li>(d) 本协议中提及的“消费者价格指数”将被视为“中国消费者价格指数”。</li></ul>
<p>7. <b>France.</b> If the Territory is France, the MicroStrategy contracting entity on the order is <b>MicroStrategy France SARL</b>, with offices at Tour Atlantique, 1, Place de la Pyramide, La Défense 9, 92911 Paris La Défense, France, and the following terms apply:</p> <ul style="list-style-type: none"><li>(a) The Governing Law will be the laws of France; and</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the Courts of the Paris Court of Appeal; and</li><li>(c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section of this Agreement, (b) damages resulting from your breach of our intellectual property rights, (c) damages resulting from fraud, gross negligence or willful misconduct of any party, or (d) bodily injury or death caused by the negligence of a party, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.”; and</li><li>(d) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “nine (9) months;” and</li><li>(e) references to “CPI” will be deemed to refer to the “Syntec index” which will be calculated using the following formula: <math>P = (P0 \times S1)/S0</math>, in which P is the revised price, P0 is the fixed price of the order, S0 is the last Syntec index published at the time of the signature of the order and S1 is the latest Syntec index published on the date of the revision.</li></ul>
<p>8. <b>Germany, Austria and Switzerland (DACH).</b> If the Territory is Germany, the MicroStrategy contracting entity on the order is <b>MicroStrategy Deutschland GmbH</b>, with offices at Gustav-Heinemann-Ufer 56, 50968 Cologne, Germany. If the Territory is Austria, the MicroStrategy contracting entity on the order is <b>MicroStrategy Austria GmbH</b>, with offices at Regus Business Center Twin Tower, Wienerbergstrasse 11, 1100 Wien. If the Territory is Switzerland, the MicroStrategy contracting entity on the order is <b>MicroStrategy Switzerland GmbH</b>, with offices at c/o Rödl &amp; Partner AG, Flurstraße 55, 8048 Zürich. The following terms will apply for each of Germany, Austria and Switzerland:</p> <ul style="list-style-type: none"><li>(a) If your contractual partner is MicroStrategy Deutschland GmbH, the Governing Law will be the laws of the Federal Republic of Germany; if your contractual partner is MicroStrategy Austria GmbH, the Governing Law will be the laws of Austria; if your contractual partner is MicroStrategy Switzerland GmbH, the Governing Law will be the laws of Switzerland;</li><li>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdictions of (i) the ordinary courts of Cologne, Germany, if your contractual partner is MicroStrategy Deutschland GmbH; (ii) the courts of Vienna, if your contractual partner is MicroStrategy Austria GmbH, and (iii) the courts of Zurich, if your contractual partner is MicroStrategy Switzerland GmbH;</li><li>(c) the third sentence of the “Term and Termination” section of the General Terms is deleted and replaced as follows: “We may terminate this Agreement, any order or Product license upon prior written notice (a) if you breach a material provision of this Agreement and fail to cure such breach within thirty (30) days following such notice, (b) as provided in the “Indemnification” section of these General Terms or the applicable “Additional Limited Warranties and Remedies” section of this Agreement or (c) if a direct or indirect competitor of us gains direct or indirect control or dominant influence over you”;</li><li>(d) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section of this Agreement, (b) bodily injuries or death caused by us, (c) the damages resulting from a party’s gross negligence, fraud or intentional misconduct, (d) your breach of our intellectual property rights or (e) any damage that falls under the Product Liability Act (“Produkthaftungsgesetz” or “Produkthaftpflichtgesetz,” for Switzerland), the cumulative aggregate liability of either party and</li></ul>

<p>all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.”;</p> <p>(e) The “Additional Limited Warranties and Remedies” section of the Enterprise Platform License Terms and the Cloud Platform License Terms is deleted and replaced with the following: “We warrant that for a period of one (1) year from the date of an order (“Warranty Period”) each Product listed on the order and Updates delivered for the Products during the Warranty Period will conform to the technical specifications set forth in the Documentation. For any breach of warranty set forth above, we shall remedy the breach by correcting the defect or replacing the defected Product. In case we are unable within a reasonable period of time to remedy the breach, you may request a reduction of the fees paid for the defected Product (“Minderung”) or rescind the contract (“Rücktritt”). You may not rescind the contract if the defect is not material. Furthermore, you can claim damages (“Schadensersatz”) from us in accordance with the Limitation of Liability section of the General Terms. Defects shall be notified to us in writing, the notice containing details of the error symptoms, to the extent possible evidenced by written documentation. The notice shall enable us to reproduce the error or defect.”; and</p> <p>(f) references to “CPI” in the Agreement will be deemed to refer to the respective German, Austrian or Swiss CPI.</p>
<p><b>9. <u>Israel.</u></b> If the Territory is Israel, the MicroStrategy contracting entity on the order is <b>MicroStrategy Israel Ltd</b>, registered in Israel, with company number 515761740, whose registered office is at 58 Harakevet St., Tel Aviv 6777016 Attn: Barnea &amp; Co. Law Offices, and the following terms apply:</p> <p>(a) the Governing Law will be the laws of England and Wales; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and</p> <p>(c) the second sentence of the “Data Protection” section of the General Terms is deleted and replaced with the following: “We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area and Israel) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.”; and</p> <p>(d) references to “CPI” in the Agreement will be deemed to refer to the Consumer Price Index for the United Kingdom for the previous 12 months.</p>
<p><b>10. <u>Italy.</u></b> If the Territory is Italy, the MicroStrategy contracting entity on the order is <b>MicroStrategy Italy S.r.l.</b>, with offices at Corso Italia 13, 20122, Milan, Italy, with tax identification number 12313340155, and the following terms apply:</p> <p>(a) The Governing Law will be the laws of Italy; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Milan; and</p> <p>(c) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Italy, S.r.l. Attention: Legal Representative, at Corso Italia 13, 20122, Milan, Italy; email: <a href="mailto:crequest@microstrategy.com">crequest@microstrategy.com</a>”; and</p> <p>(d) references to “CPI” in the Agreement will be deemed to refer to “Italy CPI.”</p>
<p><b>11. <u>Japan.</u></b> If the Territory is Japan, the MicroStrategy contracting entity on the order is <b>MicroStrategy Japan Inc.</b>, with offices at Shin-Hanzomon Bldg, 2nd Floor, 13-1 Ichiban-cho, Chiyoda-ku, Tokyo 102-0082, Japan and the following terms apply:</p> <p>(a) The Governing Law will be the law of Japan; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Japan; and</p> <p>(c) in the event of a conflict between the English-language version and the Japanese-language version of this Agreement, or between the English-language version and the Japanese-language version of an order, the English-language version will prevail; and</p> <p>(d) references to “CPI” in the Agreement will be deemed to refer to “Japan CPI.”</p>
<p><b>12. <u>Korea.</u></b> If the Territory is Korea, the MicroStrategy contracting entity on the order is <b>MicroStrategy Korea Co., Ltd</b>, with offices at 3F, LG Twintel II Building, 157-3 Samsung-Dong, Kangnam-Gu, Seoul 135-090, Korea and the following terms apply:</p> <p>(a) the Governing Law will be the laws of Korea; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of Seoul Central District Court in Korea; and</p> <p>(c) in the event of a conflict between the English-language version and the Korean-language version of this Agreement, or between the English-language version and the Korean-language version of an order, the English-language version will prevail; and</p> <p>(d) references to “CPI” in the Agreement will be deemed to refer to “Korea CPI.”</p>
<p><b>13. <u>Mexico (and other Territories).</u></b> If the Territory is Mexico, Colombia, Uruguay, Bolivia, Paraguay, Peru, Ecuador or any country located in Central America, the MicroStrategy contracting entity on the order is <b>MicroStrategy Mexico S. de R.L. de C.V.</b>, with offices at Javier Barros Sierra #495, Piso 2 Oficina 154 Col. Desarrollo Santa Fe, Álvaro Obregón Ciudad de Mexico, CP 01376, Mexico and the following terms apply:</p> <p>(a) the Governing Law will be the laws of Mexico;</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Mexico D.F.; and</p>

- (c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “In no event will we or any of our affiliates and licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, including without limitation for loss of business, loss of income, revenue, earnings, net worth or profit, loss of opportunity or damage to reputation”; and
- (d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable in full thirty (30) days from the date of the invoice and will be deemed overdue if they remain unpaid thereafter. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which remain unpaid after the due date will be subject to a late charge equal to three and one-half percent (3.5%) per month from the due date until such amount is paid. All fees are due to us in the currency listed on an order; notwithstanding the foregoing, if an order includes fees listed in the currency of legal tender in the United States of America (“Dollars”), such fees must be paid in Dollars or their equivalent in Mexican Pesos, at the sell rate of the Dollar published by Diario Oficial de la Federación on the day prior to the date of effective payment. Fees listed on an order do not include V.A.T. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.”; and
- (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Mexjco S. de R.L. de C.V., Attention: Legal Representative, Javier Barros Sierra 495, Piso 2 Oficina 104 Col. Desarrollo Santa Fe, Álvaro Obregón Ciudad de Mexico, Mexico CP 01376; email: crequest@microstrategy.com”; and
- (f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “ninety (90) days.”; and
- (g) The following language is added after the second sentence of the “Education Passes” subsection of the Services Terms, without otherwise modifying the rest of such “Education Passes” subsection: “Notwithstanding anything to the contrary, Education Pass subscriptions do not include access to any form of MicroStrategy training offered by third parties that have been authorized to provide such training under our MicroStrategy Authorized Training Center program.”

**14. Poland.** If the Territory is Poland, the MicroStrategy contracting entity on the order is **MicroStrategy Poland sp. z o.o.** with offices at Przyokopowa 31, 01-208 Warsaw, Poland and the following terms apply:

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

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

- (a) the Governing Law will be the laws of Portugal; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Lisbon, Portugal; and
- (c) the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “Except for our obligations under the “Indemnification” section of this Agreement, damages resulting from your breach of our intellectual property rights, damages resulting from a party’s intentional misconduct or gross negligence, and bodily injuries, death or property damages caused by the negligence of a party, the cumulative aggregate liability of each party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (b) EUR 300,000. In no event will either party or any of its affiliates be liable for any indirect or unforeseeable damages, or for loss of business, loss of income, loss of revenue or earnings, loss of net worth or profit, loss of opportunity or damage to reputation.”; and
- (d) the fourth, fifth and sixth sentences of the “Orders and Payment” section of the General Terms are deleted and replaced with the following: “If any undisputed invoice governed by this Agreement, remains unpaid for thirty (30) or more days after it is due, we may, without limiting our other rights and remedies, suspend technical support services until such amounts are paid in full. In addition, any amounts which remain unpaid after the due date will be subject to the applicable legal interest rates, from the due date until such amount is paid.”; and



<p>(e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Portugal, Sociedade Unipessoal LDA, Attention: Legal Representative, at Regus Lisboa, Avenida da República, 50 1050-196 Lisboa, Portugal; email: <a href="mailto:crequest@microstrategy.com">crequest@microstrategy.com</a>”; and</p> <p>(f) the following is added as the last sentence to the “Assignment” section of the General Terms: “Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to third parties under the terms of the Copyright Code.”; and</p> <p>(g) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “twelve (12) months;” and</p> <p>(h) subsection (b) of the “Additional Limited Warranties and Remedies” section of the Enterprise Platform License Terms is deleted; and</p> <p>(i) references to “CPI” in the Agreement will be deemed to refer to “Portugal CPI” (Índice de Preço ao Consumidor).</p>
<p><b>16. Singapore (and other ASEAN countries), India and Pakistan.</b> If the Territory is Singapore or any other ASEAN country, India, or Pakistan, the MicroStrategy contracting entity on the order is <b>MicroStrategy Singapore Pte. Ltd.</b>, with offices at 1 Harbourfront Avenue, #03-02 Keppel Bay Tower, Singapore 098632 and the following terms apply:</p> <p>(a) the Governing Law will be the laws of Singapore; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Singapore; and</p> <p>(c) references to “CPI” in the Agreement will be deemed to refer to “Singapore CPL.”</p>
<p><b>17. South Africa.</b> If the Territory is South Africa, the MicroStrategy contracting entity on the order is <b>MicroStrategy South Africa (Proprietary) Limited</b>, whose registered office is at 1st Floor, Building 6, Parc Nicol Office Park, 3001 William Nicol Drive, Bryanston, Johannesburg, Gauteng, South Africa, and the following terms apply:</p> <p>(a) the Governing Law will be the laws of South Africa; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of High Court of South Africa; and</p> <p>(c) the first sentence of the second paragraph of the “Data Protection” section of the General Terms is deleted and replaced with the following: “We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area and South Africa) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.”; and</p> <p>(d) references to “CPI” in the Agreement will be deemed to refer to the Consumer Price Index for South Africa for the previous 12 months.</p>
<p><b>18. Spain.</b> If the Territory is Spain, the MicroStrategy contracting entity on the order is <b>MicroStrategy Iberica, S.L.U.</b>, with offices at Plaza Pablo Ruiz Picasso 1, Torre Picasso, Planta 15, 28020 Madrid, Spain, with tax identification number B-60536646, and the following terms apply:</p> <p>(a) the Governing Law will be the laws of Spain; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Madrid, Spain; and</p> <p>(c) the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “Except for our obligations under the “Indemnification” section of this agreement, damages resulting from your breach of our intellectual property rights, damages resulting from a party’s intentional misconduct or gross negligence, and bodily injuries, death or property damages caused by the negligence of a party, the cumulative aggregate liability of each party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (b) EUR 300,000. In no event will either party or any of its affiliates be liable for any indirect or unforeseeable damages, or for loss of business, loss of income, loss of revenue or earnings, loss of net worth or profit, loss of opportunity or damage to reputation.”; and</p> <p>(d) the fourth and fifth sentences of the “Orders and Payment” section of the General Terms are deleted; and</p> <p>(e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Iberica, S.L.U. Attention: Legal Department, at Plaza Pablo Ruiz Picasso, Torre Picasso Planta 15, 28020 Madrid, Spain; email: <a href="mailto:crequest@microstrategy.com">crequest@microstrategy.com</a>”; and</p> <p>(f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “twelve (12) months;” and</p> <p>(g) references to “CPI” in the Agreement will be deemed to refer to “Spain CPI” as published by the National Statistics Institute of Spain (<i>Instituto Nacional de Estadística de España</i>) for the relevant period.</p>
<p><b>19. Sweden and Denmark.</b> If the Territory is Sweden the MicroStrategy contracting entity on the order is <b>MicroStrategy Sweden AB</b> with offices at 4 Stureplan, 114 35 Stockholm, Sweden. If the Territory is Denmark, the MicroStrategy contracting entity on the order is <b>MicroStrategy Denmark ApS</b> with offices at 2 Axelortv, c/o Gorrissen Federspiel, 1609 København V, Denmark. The following terms apply for each of Sweden and Denmark:</p> <p>(a) if the MicroStrategy contracting entity is MicroStrategy Sweden AB, the Governing Law will be the laws of Sweden; if the MicroStrategy contracting entity is MicroStrategy Denmark ApS, the Governing Law will be the laws of Denmark; and</p>

<p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of (i) the Maritime and Commercial Court of Stockholm, if the MicroStrategy contracting entity is MicroStrategy Sweden AB; or (ii) the Maritime and Commercial Court of Copenhagen, if the MicroStrategy contracting entity is MicroStrategy Denmark ApS;</p> <p>(c) The following sentence is added at the beginning of the "Term and termination" section of the General Terms: "This Agreement shall be for an indefinite term unless terminated by a party in accordance with the provisions of this Agreement."</p> <p>(d) references to "CPI" in the Agreement will be deemed to refer to "local CPI."</p>
<p><b>20. <u>Taiwan.</u></b> If the Territory is Taiwan, the MicroStrategy contracting entity on the order is <b>MicroStrategy Singapore Pte. Ltd.</b>, with offices at 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632, and the following terms apply:</p> <p>(a) The Governing Law will be the Law of Singapore; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of the courts of Singapore; and</p> <p>(c) in the event of a conflict between the English-language version and the Chinese-language version of this Agreement, or between the English-language version and the Chinese-language version of an order, the English-language version will prevail; and</p> <p>(d) references to "CPI" shall refer to "China CPI."</p>
<p><b>21. <u>United Arab Emirates (Middle East).</u></b> If the Territory is the United Arab Emirates, the MicroStrategy contracting entity on the order is <b>MicroStrategy Middle East FZ-LLC</b>, a Free Zone Limited Liability Company, registered in the Emirate of Dubai, with company number 21051, whose registered office is at Dubai Internet City, Building 11 Floor 4 Office No. 401 - 404, 420, Dubai, United Arab Emirates, and the following terms apply:</p> <p>(a) the Governing Law will be the laws of England and Wales; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and</p> <p>(c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section, (b) bodily injuries or death caused by us, (c) the damages resulting from one of the party's gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) US\$ 300,000.;" and</p> <p>(d) the third sentence of the "Data Protection" section of the General Terms is deleted and replaced with the following: "We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area and the United Arab Emirates) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.;" and</p> <p>(e) the following is added as the last sentence to the "Assignment" section of the General Terms: "Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to any person not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.;" and</p> <p>(f) references to "CPI" in the Agreement will be deemed to refer to the Consumer Price Index for the United Kingdom for the previous 12 months.</p>
<p><b>22. <u>United Kingdom (and other Territories).</u></b> If the Territory is a country located in the United Kingdom, Greece, Serbia, Slovakia, Hungary, Ireland, Slovenia, Belarus, Russia, Macedonia, Bulgaria, Estonia, Croatia, Norway, Chile, or in any other country not otherwise provided for in this Schedule 1, the MicroStrategy contracting entity on the order is <b>MicroStrategy Limited</b>, an entity under registered number 02980957 with offices at Chiswick Park, Building 4, 3rd Floor, 566 Chiswick High Road, Chiswick, London W4 5YE, United Kingdom, and the following terms apply:</p> <p>(a) the Governing Law will be the laws of England and Wales; and</p> <p>(b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and</p> <p>(c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section, (b) bodily injuries or death caused by us, (c) the damages resulting from one of the party's gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) GBP 300,000.;" and</p> <p>(d) the following is added as the last sentence to the "Assignment" section of the General Terms: "Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to any person not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.;" and</p> <p>(e) references to "CPI" in the Agreement will be deemed to refer to "UK CPI.;" and</p> <p>(f) Additionally, but only if the Territory is Chile, the following language is added after the second sentence of the "Education Passes" subsection of the Services Terms, without otherwise modifying the rest of such "Education Passes" subsection: "Notwithstanding anything to the contrary, Education Pass subscriptions do not include access to any form of MicroStrategy training offered by third parties that have been authorized to provide such training under our MicroStrategy Authorized Training Center program."</p>



