



# SOFTWARE LICENSE AND SERVICES AGREEMENT (FOR GOVERNMENT CUSTOMERS)

This Software License and Services Agreement (“Agreement”) applies to an order entered into between MicroStrategy Services Corporation (“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.

## I. GENERAL TERMS

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

### 1. Definitions

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

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

“CPI” means 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 relevant renewal.

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

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

“Designated Software Instance,” or “DSI” means a single MicroStrategy metadata database or a set of related MicroStrategy metadata databases (e.g., for production, development, testing, etc.) that will be accessed by the Products specified on an order.

“Documentation” means the user documentation or manuals normally distributed or made available in connection with a Product.

“Named User” means a single *identifiable* individual with unique, non-generic (e.g., [cashier@abccompany.com](mailto:cashier@abccompany.com) is one example of a generic login that is not permitted) login credentials enabling use of or access to a Product at any time during the term of your license to the Product, regardless of whether the individual is actively using or has ever accessed or used the Product and who you have not permanently replaced with another such individual; or (ii) a single individual without login credentials who, through your use of a Product, receives or has received at any time during the term of your license to the Product, reports, messages or other output directly generated by the Product.

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

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

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

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

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

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

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

### 2. Certain Obligations and Restrictions

You are responsible for compliance with this Agreement by your Representatives. You acknowledge that the Products may not restrict use of or access to the licensed amounts and do not ensure your compliance with this Agreement. You are also responsible for the proper operation of your network and your equipment used to connect to the Products. You and your Representatives will not (a) copy, display, distribute, or otherwise use a Product in any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify any Product or any portion thereof except as expressly provided in the Documentation; or (c) modify, tamper with or repair any Product; 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 (f) attempt to gain unauthorized access to a Product; or (g) access or use any Product in a way intended



to avoid incurring fees or exceeding usage limits or quotas; or (h) use a Product 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, including any benchmarking results, without our prior written consent; or (j) use any Product to provide time-sharing services, software-as-a-service offering, service bureau services or similar services; or (k) use a Product 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.

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.

### **3. Intellectual Property Ownership**

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.

### **4. Term and Termination**

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. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. 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, and all Product licenses will terminate. When a Product license terminates, you will immediately cease using the Product.

### **5. Indemnification**

Subject to the U.S. Department of Justice's right to defend you under 28 U.S.C. § 516, 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 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).

We will have no indemnification obligation 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 current on Technical Support Services would have avoided the Claim, following our written notification to such customers regarding the availability of such newer version (with the publishing of information or announcements on our website being sufficient for the purpose of providing such notice), or (f) the use of Customer Content or a Third-Party Solution.

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.

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.

### **6. Limited Warranties and Remedies**

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.

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 or located in a Restricted Country; and (b) you are not controlled by or acting on behalf of any Restricted Party or anyone headquartered or located in a Restricted Country; 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 or Restricted Country. “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 or any other applicable 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 a Restricted Country. “Restricted Country” means any country or territory that is or becomes subject to comprehensive sanctions by the United States or another applicable country or prohibited from receiving Products under applicable export controls (including, but not limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Luhansk People’s Republic (“LNR”), and Donetsk People’s Republic (“DNR”) regions of Ukraine).

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 WILL NOT EXCEED THOSE PROVIDED BY THE THIRD-PARTY PROVIDER TO US.

#### **7. Limitation of Liability**

EXCEPT FOR OUR OBLIGATIONS UNDER THE “INDEMNIFICATION” SECTION OF THIS AGREEMENT, THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF 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.

WE AND OUR AFFILIATES WILL ONLY BE LIABLE FOR DAMAGES SOLELY AND DIRECTLY ARISING FROM OUR OR OUR AFFILIATES’ BREACH OF THIS AGREEMENT, AND IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

#### **8. Orders and Payment**

You will be invoiced upon execution of and according to the terms of an order. Except as otherwise provided in this Agreement or an order, all fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the receipt date of the invoice, and will be deemed overdue if they remain unpaid thereafter. If you are not tax exempt, 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. We shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k) You agree to negotiate in good faith a prompt resolution of any disputed amounts. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.

#### **9. Audit**

You will keep accurate and complete records relating to your activities under this Agreement necessary to demonstrate your compliance with this Agreement, including but not limited to (i) a list of servers and applications that run MicroStrategy server software and where MicroStrategy server software is installed (“Server List”); (ii) reports generated by enabling all the functionality of the native audit tools included with the Products, including License Manager and Enterprise Manager reports; (iii) a report from your user directory that includes a list of all individuals who have access to or have had access to each Product and all individuals who receive or have received reports, messages or other output directly generated by the Products; (iv) for each environment where Platform Analytics is enabled, an .mstr file for such environment and all other data accessible through the “Send Diagnostic” function in the Products and an export of the Compliance Telemetry Dossier with user privilege and status details; and (v) an accurate and complete map of your entire technical MicroStrategy environment and server landscape that includes a breakdown of installations and systems (collectively, “Records”). You agree to maintain such Records during the term of this Agreement and for five (5) years following the termination or expiration of this Agreement.

Within ten (10) days following our written request, you will (1) certify to us in a writing signed by a person with authority to legally bind you that your use of the Products and Services is in compliance with this Agreement and (2) provide us with any and all Records we specify in such request.

#### **10. Data Protection**

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.

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.



## 11. Confidentiality

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, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, and customer lists; generic tools and objects related to our products created by us during the provision of consulting Services are also considered our Confidential Information. Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; or (b) was in the receiving party’s lawful possession prior to the disclosure; or (c) is lawfully disclosed to the receiving party by a third-party without restriction on the disclosure; or (d) is independently developed by the receiving party. Security is important to us and our customers, and we strongly recommend that you share with us the results of any penetration tests that you conduct on our Products (which is considered solely our Confidential Information) so that we may utilize that information to improve our Products.

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. We recognize that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor

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.

Notwithstanding the foregoing, the confidentiality obligation will not apply to information which is required to be disclosed by applicable statute (including the Freedom of Information Act) or regulation or by judicial or administrative process, provided that the party which received the confidential information will notify the party that disclosed the confidential information that the receiving party is legally required to disclose the information.

## 12. Notices

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: [crequest@microstrategy.com](mailto:crequest@microstrategy.com).

## 13. Assignment

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.

## 14. Governing Law, Jurisdiction and Disputes

This Agreement and the parties’ relationship under it will be interpreted under and governed by the United States federal law and, only to the extent United States Federal law does not apply with respect to a provision of this Agreement, the laws of the Commonwealth of Virginia, (“Governing Law”), 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. Both parties hereby waive any right to a jury trial in any such proceeding. Disputes between the parties will be governed by the Contracts Disputes Act of 1978.

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), 52.227-14, Commercial Computer Software Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998).

## 15. Third-Party Solution Connectors

When you access any Third-Party Solution (including third-party data sources) with connectors included as part of the Products, 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; 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 and (f) you are solely responsible for licensing the use of third-party data sources accessed by our Products.

## 16. Reserved.



## 17. Other Provisions

This Agreement is 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 to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71 . Each party grants the other the right to use its name and logo in public communications, on websites, in presentations, in marketing collateral and at marketing events. Neither party will be responsible for delay of performance due to causes beyond its control. We may collect usage and diagnostic data related to your use of the Products to help us improve our Products and Services, better our customer service and enhance customer experience (“Diagnostic Information”); Diagnostic Information will not include Protected Data. Our security Products are not designed to manage physical or logical access to facilities or systems where delay in or failure of such access could threaten health or safety, or cause property, environmental or similar damage. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of a Product. 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 is not based on (a) any oral or written comments made by us with respect to functionality or features not currently offered in our latest generally available version of our Products; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of a Product may be included in a future update or release of a Product; 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 Products remain at our sole discretion. If you purchase a MicroStrategy World pass via an order, that pass is non-refundable and is only valid for the next MicroStrategy World event occurring following the execution of the order; has no residual value if not redeemed for that MicroStrategy World event; and may not be used to attend any other MicroStrategy event. This Agreement and any orders governed by this Agreement comprise the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral. The parties acknowledge and agree that this Agreement and all other contracts between them signed by electronic signatures shall be validly executed contracts and waive any rights to contest the validity or enforceability of such contract due to electronic signatures by one or both parties.

## II. ENTERPRISE PLATFORM LICENSE TERMS

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.

- 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 copies of the download files containing the Products for archival purposes.
- 2. License Type.** 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.
- 3. License Duration.** 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.
- 4. Deployment Method.** 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.



5. **Renewal of Enterprise Platform Term Licenses.** Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, 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 in accordance with the Fee listed in the then current GSA Schedule Pricelist. 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.

6. **Additional Limited Warranties and Remedies.** 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.

### III. CLOUD PLATFORM LICENSE TERMS

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.

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 copies of the download files containing the Products for archival purposes.

2. **License Type.** 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.

3. **License Duration.** 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.

4. **Deployment Method.** 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.

5. **Renewal of Cloud Platform Term Licenses.** Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, 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 in accordance with the Fee listed in the then current GSA Schedule Pricelist. 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.

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.



## IV. SERVICES TERMS

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

1. **Pricing Models.** Each type of Service purchased under these Services Terms will be provided under one of the following pricing models.
  - (a) **Annual Subscription.** Services sold under an “Annual Subscription” pricing model will be designated on an order by an “Annual” interval at a fixed annual fee. We will provide these Services to you for a period of twelve (12) months beginning on the effective date of the order, except as otherwise set forth below. Annual Subscription Services are payable by you in advance following the execution of an order and are renewable thereafter as described further below.
  - (b) **Hourly.** Services sold under an “Hourly” pricing model will be designated on an order by a “Project” interval at an hourly rate for an estimated number of hours. We will deliver these Services at your request on a time and materials basis during the twelve (12) month period beginning on the effective date of the order; the number of hours that we actually deliver may vary from the estimated number of hours listed on the order. For clarity, these types of Services are not provided on a fixed-fee basis and we do not guarantee completion of deliverables within a specific number of hours. If the parties anticipate that the hours to be delivered will exceed the estimated hours set forth on the order, we will request your approval to exceed the estimate and will not deliver those excess hours until we receive your approval; such approval may be provided by email or in an executed change order. We will invoice you periodically for hours delivered and expenses we incur while providing the Services.
  - (c) **Prepaid Hourly.** Services sold under a “Prepaid Hourly” pricing model will be designated on an order by an “Annual” interval at an hourly rate for a set number of hours. Prepaid Hourly Services are payable by you in advance and we will invoice you for the total number of stated hours following the execution of an order. We will deliver these Services at your request on a time and materials basis up to the number of hours stated on the order; hours not requested during the twelve (12) month period beginning on the effective date of the order will expire. We will invoice you for Services delivered in excess of the stated hours at the Prepaid Hourly rates listed on the order; we will also invoice you periodically for expenses we incur while providing the Services.
2. **Technical Support.**
  - (a) **Levels of Technical Support Offerings.** We offer four (4) levels of Technical Support Services – Standard Support, Extended Support, Premier Support and Elite Support – each of which is provided by us in accordance with and described in the Technical Support Policy. We will provide you the level of Technical Support Services specified on an order. Each of these support offerings is provided on an Annual Subscription basis.
  - (b) **Support Liaisons.** You may designate a set number of Support Liaisons (as defined in our Technical Support Policy) for each 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.
  - (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, 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 in accordance with the Fee listed in the then current GSA Schedule Pricelist. 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.
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 credit card purchase. In the case of education offerings purchased online via a credit card, 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.
  - (a) **Types of Education Offerings.**
    - (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 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. No more than once during an Education Pass subscription term, you may reassign an



Education Pass subscription to a new Education Pass User for the remainder of the subscription term if the current Education Pass User has not used the Education Pass to attend any public instructor-led courses or access any self-paced training courses or if the current Education Pass User has terminated employment with you.

(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 in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document. 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.

(iii) **Custom Education Portal.** Custom Education Portal is sold on an Annual Subscription basis and provides a custom portal as described further below. With the purchase of this offering, we will develop and maintain an education portal on the microstrategy.com web domain customized with content for your business (“Portal”). The Portal will include Customized Courseware (defined below) and educational videos on MicroStrategy applications, and will be a) accessible only by your employees who hold a corporate email address registered to your web domain; b) branded with your name and logo, subject to any reasonable trademark guidelines you provide to us in writing from time to time; and c) designed according to our company standards and at our sole discretion. We also will assist you with adapting our courseware and training classes to your applicable standards, data sets, customizations and use cases for inclusion in the Portal (“Customized Courseware”); provide you access to our publicly available education courses in the Business User series and Departmental Analyst series via the Portal, including instructor-led public training classes (live or on-demand), self-paced training courses and annual certifications (as applicable), provided that access to such courses is for your employees only. Each Custom Education Portal subscription may be renewed for successive twelve (12) month terms at the then-current list price by executing a written order for renewal term.

(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 in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document 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 for which guidance is requested; if an Expert is not available immediately upon request, the Architect Pass User may schedule a video chat session with an Expert during the next window of availability at his/her convenience. For clarity, Expert.Now is an education offering and is not part of Technical Support Services. In connection with your use of the Expert.Now offering, you will not transfer to us or provide us any access to (1) Protected Data (except for Protected Data related to your contact persons); or (2) material in violation of third-party privacy rights; or (3) libelous, or otherwise unlawful or tortious material; or (4) material that infringes any copyright, trademark, 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.

**4. Consulting.** We offer consulting Services on an Hourly basis at certain individual consultant resource levels – Consultant, Senior Consultant, Principal Consultant 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 delivery centers. You will reimburse us for all reasonable expenses we incur when delivering



the consulting Services in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document. 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.

5. **Additional Limited Warranty Applicable to all Service Offerings.** 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.