



## SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (“Agreement”) applies to an order entered into between Contractor acting by and through its supplier, MicroStrategy Incorporated (“we,” “us,” “our”) and the eligible Ordering Activity under GSA Schedule contracts identified on the order (“you,” “your”, or “Ordering Activity”), 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.

“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 individual designated by you as a user of a Product on a non-temporary basis.

“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 (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 listed at [https://www.microstrategy.com/getmedia/20f15098-14b2-432d-afa4-2e14189c492c/COLL-1909-0618-TS-policy-with-GDPR-section\\_final](https://www.microstrategy.com/getmedia/20f15098-14b2-432d-afa4-2e14189c492c/COLL-1909-0618-TS-policy-with-GDPR-section_final) (“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 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. Limited Warranties and Remedies**

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.

### **5. 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.

### **6. 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.

### **7. Other Provisions**

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. 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 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.

## **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 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 “Term” interval is specified for a Product, you will receive a license to that Product for a period of 12 months (or another period specified on the order) from the date of delivery of the Product.

**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 base server product module in the DSI listed on the order (e.g., Intelligence, Reporter or Identity) solely in a Microsoft Windows environment. If the “Enterprise Platform for Linux” operating environment is specified on the order, you may deploy the base server product module in the DSI listed

on the order solely in a Linux environment.

**5. 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 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 “Term” interval is specified for a Product, you will receive a license to that Product for a period of 12 months (or another period specified on the order) from the date of delivery of the Product.

**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 base server product module in the DSI listed on the order (e.g., Intelligence, Reporter or Identity) solely in an Amazon Web Services environment. If the “Cloud Platform for Azure” operating environment is specified on the order, you may deploy the base server product module in the DSI listed on the order solely in a Microsoft Azure environment.

**5. 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. Models.** Each type of Service purchased under these Services Terms will be provided under one of the following models.

- (a) **Annual Subscription.** Services sold under an “Annual Subscription” model will be designated on an order by an “Annual” interval. 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.
- (b) **Hourly.** Services sold under an “Hourly” model will be designated on an order by a “Project” interval 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.
- (c) **Reserved.**

## 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, we will deliver a pre-determined number of hours of “Enterprise Support” to you annually at your request, as specifically described in the Technical Support Policy. If you would like us to deliver more hours of Enterprise Support than the hours to which you are entitled under your Technical Support Services subscription, you may purchase additional 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. 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. 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.

## 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 and courses. 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 “Education Pass-Architect,” 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 an “Education Pass-Analyst,” 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.

- (ii) **Reserved.**

- (iii) **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 Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable. You shall only be liable for such travel expenses as approved by You 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.

### (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 Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable. Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.

- (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.

## 4. **Consulting.** 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.

### (a) **Types of Consulting Services.**

- (i) **Packaged Consulting Services.** 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).

- (1) **Platform Services.** 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.

(2) Application Services. 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.

(3) Analytics Services. 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 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.

(4) Mobility Services. 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.

(ii) Individual Consultant Resources. 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. Except for Fellows, each of these resource levels are available either onsite or remotely from our offshore Global Delivery Center. Fellows are available onsite only.

(b) Additional Consulting Terms. You will reimburse us for all reasonable expenses we incur when delivering the Services in accordance with applicable regulations. 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.