



ONE-TIME SALES AGENT AGREEMENT CONTRACT/QUOTE #

Sales Agent: **Company Name** (Contact Name, Contact Email, Contact Address)

Customer: **Company Name** (Contact Name, Contact Email, Contact Address)

Opportunity: **Salesforce Opportunity Name**

We are pleased to invite you to become an authorized MicroStrategy sales agent in connection with a single transaction for the sale of our products and services to the customer related to the opportunity listed above.

Partner Fee. Your partner fee for this opportunity is ___% of the software license fees payable in the first year by the customer in connection with the sale of our products under the opportunity. This partner fee rate depends on your efforts and activities in support of the opportunity.

Opportunity Type. Please select one of the following that reflects your role in the opportunity and customer transaction:

- Resale Opportunity.** The customer transaction will be between the customer and you, and this agreement will be your order with us for the products and services to be resold to the customer. You will have the customer execute an end user license agreement with us in a form we provide to you. The difference between the software license fees payable to you in the first year by the customer and the net software license fees you pay us will be your partner fee for the transaction, as reflected on the attachment. We will invoice you for the order grand total amount after the effective date; payment is due thirty (30) days from the date of the invoice. This agreement is non-cancelable and non-refundable. If you require a purchase order before you can process payment of this agreement, please provide us a copy when you sign this agreement. Terms on your purchase order that are different from or in addition to the terms of this agreement will not apply. You certify that the customer listed above has purchased the products and services listed on the attachment from you. Following execution of this agreement, we will deliver the products listed on the attachment to the customer.
- Referral Opportunity.** The customer transaction will be between the customer and us, and your partner fee will be calculated by multiplying the partner fee rate listed above and the software license fees payable to us in the first year by the customer. We will pay you your partner fee for the transaction within thirty (30) days after we receive payment of the software license fees from the customer.

MicroStrategy Partner Portal. You will provide sales and marketing assistance to us that directly and materially impacts the ability to close the transaction relating to the opportunity, and you will promptly and accurately update all required fields (such as needs, plan, next milestone and due date) for the opportunity in our partner portal. Our partner portal will serve as the system of record for the opportunity as well as all activity and other information relating to the sales cycle. We may designate an expiration date for the opportunity in the portal.

Other Provisions. Each party will treat the other party's confidential information with the same care as it treats its own confidential information and, upon expiration of this agreement, will return to the other party any of that party's confidential information under its control. You may not assign or transfer this agreement without our consent, and you will comply with our code of conduct and other applicable policies. We will have no greater liability to you than the partner fee amount payable to you in connection with this agreement. This document, including all referenced policies, comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral. This agreement is effective on the date of the last signature below (effective date), will expire following the completed sale and delivery of our products in connection with the opportunity, and is the complete agreement between you and us; it may only be modified by another document signed by you and us.

ACCEPTED AND AGREED TO BY:

MicroStrategy _____ (We/Us)

Sales Agent: _____ (You)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment to One-Time Sales Agent Agreement Contract/Quote #

Example – Only Include if Resale Opportunity

| Analytics Software Requested Version: 10.3 DSI: _____ | | | | | | |
|--|-----------------------------|--------------|-----------|------------|-----|--------------------|
| SKU | Description | License Type | Term | List Price | Qty | Total |
| 81651 | Server | Named User | Perpetual | USD 1,200 | 100 | USD 120,000 |
| 81653 | Web | Named User | Perpetual | USD 600 | 100 | USD 60,000 |
| Subtotal: | | | | | | USD 180,000 |
| Discount: | | | | | | USD 30,000 |
| Analytics Software Total [A]: | | | | | | USD 150,000 |
| Technical Support Services | | | | | | |
| SKU | Description | | Term | List Price | Qty | Total |
| 30117 | Standard Support First Year | | Annual | N/A | 1 | USD 30,000 |
| Technical Support Services Total [B]: | | | | | | USD 30,000 |
| Education Services | | | | | | |
| SKU | Description | | Term | List Price | Qty | Total |
| 40534 | Perennial Education Pass | | Annual | USD 3,500 | 2 | USD 7,000 |
| 40535 | Training Unit | | Annual | USD 100 | 130 | USD 13,000 |
| Education Services Total [C]: | | | | | | USD 20,000 |
| Order Subtotal [A + B + C]: | | | | | | USD 200,000 |
| Partner Fee: | | | | | | USD 15,000 |
| Order Grand Total: | | | | | | USD 185,000 |



END USER AGREEMENT CONTRACT/QUOTE #

Example – Only Use for Resale Opportunities

Customer: Company Name

Reseller: Company Name

Thank you for choosing MicroStrategy and our innovative analytics, mobile and security offerings to serve your business needs. We look forward to working with you.

Certification. You certify that you have purchased the following products and services from the MicroStrategy-authorized reseller listed above:

| Analytics Software Requested Version: 10.3 DSI: _____ | | | |
|---|-----------------------------|--------------|-----|
| SKU | Description | License Type | Qty |
| 81651 | Server | Named User | 100 |
| 81653 | Web | Named User | 100 |
| Technical Support Services | | | |
| SKU | Description | | Qty |
| 30117 | Standard Support First Year | | 1 |
| Education Services | | | |
| SKU | Description | | Qty |
| 40534 | Perennial Education Pass | | 2 |
| 40535 | Training Unit | | 130 |

License. We grant you a license to the products listed above according to the terms of the Master Agreement.

Technical Support. Standard technical support for perpetual licenses will automatically renew with us for one additional year at an annual rate of USD _____ unless you give us written notice before the term expires.

Marketing. We have the right to issue a mutually-agreed press release that includes a quotation from one of your senior executives. You may also issue a press release with our prior review and approval. 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.

Master Agreement. This agreement is governed by a master agreement currently in effect between you and us or if one does not exist, by the Software License Terms and Conditions listed at http://www.microstrategy.com/licensing on the effective date (Master Agreement); education services are governed by the education terms listed at http://www.microstrategy.com/licensing on the effective date. This agreement is effective on the date of the last signature below (effective date) and is the complete agreement between you and us related to your purchase; it may only be modified by another document signed by both of us.

ACCEPTED AND AGREED TO BY:

MicroStrategy _____ (We/Us)

Customer: _____ (You)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____