



## GENERAL TERMS AND CONDITIONS FOR MICROSTRATEGY PARTNERS (EEA)

October 2022

These General Terms and Conditions for MicroStrategy Partners in the European Economic Area (“EEA”) (“General Terms”) apply to an agreement executed between MicroStrategy Incorporated (“we,” “us,” “our”) and an authorized MicroStrategy partner located in the EEA (“you,” “your”) that incorporates these General Terms and Conditions for MicroStrategy Partners in the EEA (collectively, the “Agreement”).

**1. Your Role as a MicroStrategy Partner.** We recognize you as an authorized MicroStrategy partner for conducting referral and resale transactions related to any current or prospective MicroStrategy customer (“Customer”) for any of our generally available software products (“Product”), and grant you a non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and in accordance with applicable law, to use Products (including the user documentation or manuals normally distributed or made available in connection with the Products (“Documentation”)) for purposes of demonstration, laboratory and business development and proofs of concept for Eligible Opportunities lasting less than ninety (90) days. You may also sublicense any of these rights to any third party (“Sub-Distributor”) who has entered into a written agreement with you containing terms and conditions substantially similar to the terms of this Agreement. We may revoke the foregoing right to sublicense by providing written notice to you. If we provide consulting services to you for delivery to a Customer, we grant you a license to use the work product we develop as part of a consulting services engagement, and to sublicense such work product to Customers solely to support Customer’s use of MicroStrategy software. You acknowledge and agree that you and/or Customer shall not sublicense, except as provided in this Agreement and/or an order submitted under this Agreement, reverse engineer, decompile or disassemble the work product.

**2. Eligible Opportunities.** Each Eligible Opportunity will expire on the earlier of (a) the date on which we (in case of a referral transaction) or you (in case of a resale transaction) execute an order with a Customer under the Eligible Opportunity or (b) six (6) months after the Eligible Opportunity was registered on the CRM Platform. You will determine whether the transaction under an Eligible Opportunity will be directly between the Customer and us or between the Customer and you. If the transaction will be directly between the Customer and you, you will have the Customer execute an end user license agreement with us in a form we provide to you. For each Eligible Opportunity, you will provide sales and marketing assistance that directly and materially impacts the ability to close the transaction related to the Eligible Opportunity, as we determine in our sole discretion.

**3. Orders, Partner Fees and Payment.**

(a) If the transaction under an Eligible Opportunity will be directly between the Customer and you, we will provide you a price quotation for the Products and services. If you

submit an order, we will invoice you. All fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice, and will be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which will be your responsibility, except for taxes on our income. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. You agree to negotiate in good faith a prompt resolution of any disputed amounts. If any undisputed invoice governed by this Agreement remains unpaid for thirty (30) or more days after it is due, we may, without limiting our other rights and remedies, accelerate all unpaid fee obligations under all orders so that all amounts payable by you become immediately due and payable. In addition, any amounts which remain unpaid after the due date will be subject to statutory late payment interest. Except as otherwise noted, all orders placed by you are firm and not subject to cancellation, return, refund or offset by you, and will be in a format acceptable to us. We may designate one or more of our affiliates to exercise our rights and fulfill our obligations, including invoicing you.

(b) If the transaction under an Eligible Opportunity is directly between the Customer and us, your partner fee will be calculated by multiplying the applicable partner fee rate and the software license fees payable to us in the first year by the Customer. We will pay you the applicable partner fee for the transaction (or, as applicable, we will credit the partner fee to a marketing development fund) within thirty (30) days after we receive payment of the software license fees from the Customer.

(c) Following the execution of an order, we will deliver the Products listed on that order to the Customer.

**4. Certain Obligations and Restrictions.** You are responsible for the proper operation of your network and your equipment used to connect to the Products. You will not (a) copy, display, distribute, or otherwise use the Products in any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify the Products or any portion thereof except as expressly provided in the Documentation; or (c) modify, tamper with or repair the Products; or (d) reverse engineer, decompile or disassemble the Products or the metadata created by the Products, or apply any other process or procedure to derive the source code of the Products; or (e) interfere with or disrupt the integrity or performance of the Products; or (f) attempt to gain

unauthorized access to the Products; or (g) access or use the Products in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (h) use the Products to develop any product that is in any way competitive with any of our product offerings; or (i) make available to any third-party any analysis of the operation of the Products, including any benchmarking results, without our prior written consent; or (j) use the Products to provide time-sharing services, software-as-a-service offering, service bureau services or similar services; or (k) use the Products 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. You will delete any demonstration copies of Products installed on servers or workstations under a Customer's control upon completion of a demonstration at a Customer's location.

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.

**5. Technical Support Services.** "Technical Support Services" refers to the technical support and maintenance services provided by us according to our then-current technical support policy and procedure listed at <http://www.microstrategy.com> when the services are purchased. For Products licensed for purposes of demonstration, laboratory and business development and proofs of concept for Eligible Opportunities lasting less than ninety (90) days, we will provide standard Technical Support Services to you at no charge. Each order for Products licensed for a perpetual term to be resold to a Customer 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. Each Customer will purchase Technical Support Services for periods after the initial annual subscription term either directly from us or from you. Except as otherwise specified on an order, if you renew such standard Technical Support Services on the applicable Customer's behalf, (a) upon expiration of the initial annual subscription term, you have the option to renew standard Technical Support Services on those Product licenses for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the greater of CPI and five percent (5%); and (b) you agree to renew the Customer's standard Technical Support Services subscription(s) unless you provide written notice to us at least ninety (90) days before expiration of the then current subscription term that the Customer desires to have Technical Support Services lapse on all of its Product licenses. "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 renewal.

**6. Intellectual Property Ownership, Courseware for Instructor-Led Public Training Classes and Subcontractors.** We, our affiliates and our licensors will own all right, title and interest in and to the Products. 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.

For each instructor-led training class (whether 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 contractors 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. 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.

**7. Partner Education Program.** Each Partner Education Pass we provide you to train your personnel will provide you with flexible access to our training materials, courses and other education offerings and provides a single employee or contractor of yours who is authorized by us ("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. For clarity, Partner Education Passes may not be assigned to Customers.

There are two types of Partner Education Passes: a "Partner 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 access to our "Expert.Now" offering, as further described below; and a "Partner Education Pass - Analyst," that provides the Education Pass User with access to all live or on demand courses and annual certifications specific to Analysts. Each Education Pass User who holds a Partner Education Pass - Architect ("Partner 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

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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 Partner 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.

No more than once during a Partner Education Pass subscription term and subject to our approval, you may reassign a Partner 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 Partner 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.

In addition to the Partner Education Passes, each of your employees with a corporate email address may register for and receive an Architect Education Pass (as defined and subject to the terms at [terms.microstrategy.com](http://terms.microstrategy.com)) for a trial period of thirty (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 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.

**8. Effects of Termination.** Upon termination of this Agreement, all Product licenses and rights granted will terminate and all fees that you are obligated to pay as of the date of termination will be immediately due and payable. When a Product license terminates, you will immediately cease using the Product.

**9. Limited Warranties and Remedies.** We warrant that our employees and contractors will perform the 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 re-performance of the services at no cost to you. Each party warrants that the individual entering into this Agreement and any order governed by the Agreement on behalf of such party has the authority to enter into this Agreement or any such order on behalf of

such party, and that it will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under this Agreement.

You acknowledge that the direct or indirect transfer of a Product contrary to United States law or any other applicable law is prohibited. You warrant that (a) you are not a Restricted Party; and (b) you are not controlled by or acting on behalf of any Restricted Party; and (c) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party. "Restricted Party" means any person or entity that is (1) listed on any of the lists of persons or entities maintained by the United States government that prohibit such persons or entities from receiving exports or services; or (2) a national or resident of, or an entity or governmental authority in, any country or territory that is or becomes subject to United States export controls for anti-terrorism reasons or with which United States persons are generally prohibited from engaging in financial transactions. You also warrant that you will ensure that your Sub-Distributors comply with the terms of this Agreement and all applicable statutes, laws, rules and regulations in connection with their use of Products.

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 NON-INFRINGEMENT. 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.

**10. Limitation of Liability.** 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 PARTNER FEES PAID OR PAYABLE BY 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. SUBJECT TO THE FOREGOING,

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OUR MAXIMUM LIABILITY FOR EACH CLAIM MADE BY YOU, TO THE EXTENT THE CLAIM ARISES FROM OR IS BASED UPON THE USE OF A THIRD-PARTY SOLUTION, WILL NOT EXCEED THE AMOUNT OF THE APPLICABLE THIRD-PARTY SOLUTION PROVIDER'S LIABILITY TO US RELATED TO THE CLAIM.

**11. Audit.** You will keep accurate and complete records relating to your activities under this Agreement necessary to demonstrate your compliance with this Agreement ("Records"). Within ten (10) days following our written request, you will (1) certify to us in a writing signed by an officer of your company that you are in compliance with this Agreement and (2) provide us with any and all Records we specify in such request. In addition, within ten (10) days following our written request, we may, at our sole discretion audit your Records (i) at your applicable facility during normal business hours and subject to your reasonable facility security requirements and/or (ii) by remote or electronic means.

**12. Data Protection.** You will not transfer to us or provide us any access to any data or information that is subject to regulation under Applicable Data Protection Law ("Protected Data") in connection with this Agreement, including without limitation Personal Data, Protected Health Information and Personally Identifiable Information (as such terms are defined in Applicable Data Protection Law), except for Protected Data related to your contact persons. "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, without limitation, the European Union Directives and Regulations governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security. We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.

**13. 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, and will in all cases include pricing terms, the terms of this Agreement or any order governed by this Agreement, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, customer lists, and generic tools and objects related to the Products created by us during the provision of consulting services. Confidential Information will not include

information that (a) is or becomes a part of the public domain through no act or omission of the receiving 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.

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.

**14. 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).

**15. 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 Product license by you to a third-party will constitute a material breach of this Agreement.

**16. Non-Solicitation.** Except for hiring an employee (or independent contractor or agent) of the other party to fill a job opening that was publicly announced and to which the applicable employee (or independent contractor or agent) responded, during the term of this Agreement and for one (1) year following termination or expiration of this Agreement, neither party will hire or directly or indirectly solicit any employee (or independent contractor or agent) of the other party who has provided services or performed obligations under this Agreement in the previous twelve (12) months.

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**17. FCPA and Related Matters.** You and your subcontractors will comply with all applicable anti-mafia, anti-bribery and anti-corruption statutes, rules or regulations of any national, federal, state or local jurisdiction, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the U.K. Bribery Act of 2010 (in force on July 1, 2011) (“Anti-Bribery Laws”). You warrant and represent that you are not a government owned or controlled entity and that none of your directors or officers (or any individuals holding functionally equivalent positions) are a Government Official (as defined in applicable Anti-Bribery Laws). Upon sixty (60) days prior written notice, we will have the right to require that your employees participate in complimentary training provided by us (including periodic refresher training) regarding compliance with all Anti-Bribery Laws. You will, at your own expense, cooperate with any investigation conducted by us in connection with your compliance with this paragraph; such cooperation will include participating in interviews conducted by us and/or our designees and providing any information requested by us and/or our designees. You will ensure the compliance of your employees, directors, officers, subcontractors and business associates with the terms and conditions of this paragraph, and will promptly notify us, in writing, of any known or suspected breach of any provisions of this paragraph by you, your employees, directors, officers, subcontractors or business associates. We may, on reasonable advance written notice, examine your corporate books and records that relate to your interactions with Government Officials (as defined in applicable Anti-Bribery Laws) in connection with transactions and other activities relating to the sale, distribution or provision of MicroStrategy products or services. Notwithstanding anything to the contrary in this Agreement, we will have the right, in our reasonable judgment, to determine whether you have breached the terms and conditions of this paragraph and may immediately terminate the Agreement by providing you written notice of any such breach.

**18. Other Provisions.** The terms of this Agreement and any applicable order will supersede the terms in any purchase order or other ordering document that you generate and provide to us. Any terms of trade stated or referenced in any such purchase order (except for names, quantities and addresses) will not be binding on us. As between this Agreement and an order, the latter prevails but only with respect to that order. This Agreement also supersedes the terms of a “click-wrap” license included in the Products. Neither party will be responsible for delay of performance due to causes beyond its control. This Agreement and the parties’ relationship under it will be interpreted under and governed by the laws of the Commonwealth of Virginia and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement, the parties’ relationship under it or the Products will be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Fairfax County, Virginia. Both parties hereby irrevocably consent

to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing party will be entitled to recover its cost of enforcing its claim, including but not limited to reasonable attorney fees. 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 the Products. The failure of either you or us to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. There are no intended third party beneficiaries of this Agreement. If you have previously entered into an agreement with us or any of our affiliates that authorizes you to resell or earn referral fees on the sale of MicroStrategy products or services, that agreement is replaced and superseded by this Agreement. 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.