



## MICROSTRATEGY SaaS TERMS OF SERVICE

Effective: November 16, 2020

**YOUR USE OF AND ACCESS TO MICROSTRATEGY SOFTWARE-AS-A-SERVICE OFFERINGS, INCLUDING THE HYPER.NOW SaaS OFFERING, IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS OF SERVICE. PLEASE READ THEM CAREFULLY.**

BY CHECKING THE "I AGREE" BUTTON/BOX WHEN REGISTERING ONLINE FOR ACCESS TO AND USE OF THE SERVICE, OR BY OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND THAT YOU ARE ENTERING INTO AN AGREEMENT ("AGREEMENT") WITH AN AFFILIATE OF MICROSTRATEGY INCORPORATED ("WE," "US," "OUR") UNDER THE TERMS AND CONDITIONS BELOW. "YOU" OR "YOUR" REFERS TO THE ORGANIZATION THAT YOU (AS THE INDIVIDUAL REGISTERING ONLINE FOR THE SERVICE) REPRESENT IN AGREEING TO THE TERMS OF THIS AGREEMENT. PLEASE MAKE SURE YOU HAVE THE NECESSARY AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION BEFORE PROCEEDING.

### 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.

"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 upload or transfer to the Service.

"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 Service, during the Trial Period or as specified on an order.

"Documentation" means the user documentation or manuals normally made available by us in connection with the Service, including the SaaS Service Guide.

"Named User" means a single individual designated by you as a user of the Service on a non-temporary basis.

"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 the Service on your behalf or through your systems, including any Named Users.

"SaaS Service Guide" means the Hyper.Now Service Guide listed at microstrategy.com, as modified from time to time by us.

"Service" means Hyper.Now or any other MicroStrategy software-as-a-service offering that we manage on your behalf, as described further in the SaaS Service Guide.

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

### 2. Your Rights to Use and Access the Service

- (a) **Access Grant.** During the term of your access to the Service ("Service Term"), we grant you and your affiliates a non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and in accordance with applicable law, to grant Named Users located anywhere in the world access to the Service (including the Documentation and reports, dashboards, dossiers and other output generated by the Service) solely in support of your internal business operations, in a manner consistent with the Documentation and, as applicable, the terms specified on an order. We will provide you access to your Service environment by sending you an IP address or URL, and we will manage and operate the Service on your behalf in a public cloud. We reserve the right to enhance or modify features of the Service but will not materially reduce the core functionality or discontinue the Service without providing prior written notice to you. You will receive standard updates to the Service that are made generally available by us during the Service Term. However, we reserve the right to offer additional functionality or premium feature improvements for the Service for an additional cost.
- (b) **License Type.** Your use of the Service will be under a Named User license type. Each Named User may access the Service in an environment related to a single DSI.
- (c) **Service Duration.** Subject to the terms of this Agreement, and except for the Trial Period, (i) each Service Term will be for a period of twelve (12) months (or a different period specified on an order), commencing on the date of purchase; and (ii) during the Service Term, the Service is non-cancelable and non-refundable.
- (d) **Trial Period.** Prior to purchasing a subscription to the Service, you may register for and receive access to the Service for a trial period of 90 days (or another period that we determine in our sole discretion), commencing on the date of registration ("Trial Period"). At or around

the expiration of the Trial Period, we will contact you and you may choose to purchase a subscription to the Service, which will be transacted pursuant to a separate, executed order between you and us.

- (e) **Technical Support.** We will provide technical support to you during the Service Term according to the SaaS Service Guide.

### **3. 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 Service. You and your Representatives will not (a) copy, display, distribute, or otherwise use the Service in any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify the Service or any portion thereof except as expressly provided in the Documentation; or (c) modify, tamper with or repair the Service or any software included in the Service; or (d) reverse engineer, decompile or disassemble the Service or any software included in the Service, or the metadata created by the Service or such software, or apply any other process or procedure to derive the source code of the Service or any software included in the Service; or (e) interfere with or disrupt the integrity or performance of the Service; or (f) attempt to gain unauthorized access to the Service or its related systems or networks; or (g) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (h) use the Service to develop any product or service that is in any way competitive with any of our product or service offerings; or (i) make available to any third-party any analysis of the operation of the Service, including any benchmarking results, without our prior written consent; or (j) use the Service to provide time-sharing services, software-as-a-service offerings, service bureau services or similar services; or (k) use the Service to store or transmit (1) material in violation of third-party privacy rights; or (2) libelous or otherwise unlawful or tortious material; or (3) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (4) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.

You will promptly notify us of any unauthorized use of any password or account or any other known or suspected breach of security of the Service. If you become aware of any violation of your obligations by a Named User, you will immediately terminate such Named User's access to the Service and Customer Content. We and our affiliates are not responsible for unauthorized access to your Named User accounts, except to the extent caused by our breach of this Agreement. Except for our responsibilities as set forth in the SaaS Service Guide, you are responsible for the development, content, operation, maintenance, and use of Customer Content and compliance with the SaaS Service Guide and all Service policies that we make available to you from time to time. If one of our Third-Party Solution infrastructure providers materially diminishes any Third-Party Solution included with the Service or terminates its agreement with us, we will replace that Third-Party Solution with a materially equivalent solution.

As required for our performance pursuant to this Agreement or any order, you are also required to (i) provide us with reliable, accurate and complete information; and (ii) make decisions and obtain required management approvals in a timely manner; and (iii) 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 (iv) cause your third-party contractors and licensors to cooperate with us.

### **4. Renewal of Service**

Except as otherwise specified on an order and except for the Trial Period, (a) upon expiration of the Service Term, you have the option to renew your subscription to the Service for subsequent Service Terms of equal duration, each at the then-current standard list price for the Service; and (b) you agree to renew your subscription to the Service unless you provide written notice to us at least ninety (90) days before expiration of the then-current Service Term that you desire not to renew. For each such renewal, we grant you a right to access the Service for the duration of the Service Term effected by the renewal, governed by this Agreement.

### **5. Suspension of Access and Removal of Customer Content**

We reserve the right to suspend your access to the Service if you or any of your Named Users breach a material provision of this Agreement, and to remove any improper Customer Content that is uploaded or transferred to the Service in violation of this Agreement.

### **6. Intellectual Property Ownership**

We, our affiliates and our licensors will own all right, title and interest in and to the Service. 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.

### **7. Term and Termination**

This Agreement, orders and your use of the Service may only be terminated according to this section. You may terminate this Agreement, any order and your use of the Service at any time by providing written notice to us. We may terminate this Agreement, any order and your use of the Service upon written notice to you (a) if you breach a material provision of this Agreement and fail to cure the breach within thirty (30) days following such notice; or (b) as provided in the "Indemnification" or "Limited Warranties and Remedies" sections of this Agreement. Upon termination of this Agreement or an order, all fees that you are obligated to pay as of the date of termination will be immediately due and payable. Upon termination of this Agreement or all orders, your right to access the Service will terminate.

Upon termination of this Agreement and all orders governed by this Agreement, we will make all Customer Content available for your download in the format in which it was stored as part of the Service for thirty (30) days after termination, after which time it will be deleted.

## 8. Indemnification

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 the Service infringes or misappropriates an intellectual property right of the third-party and will indemnify you for and hold you harmless from any damages finally awarded to the third-party claimant or agreed to in settlement of the Claim. If your use of the Service is enjoined in connection with the Claim or we believe it reasonably could be enjoined, we may choose to either modify the Service to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Service or if these alternatives are not commercially reasonable, we may terminate your right to access and use the Service and refund any unused, prepaid fees paid for the Service.

We will have no indemnification obligation, and you will indemnify us, for any Claim arising from or based upon (a) the misuse or unauthorized use of the Service or the use of the Service outside the scope of use identified in the Documentation, if the Claim would not have arisen without such use; or (b) any modification of the Service not authorized by us in writing, if the Claim would not have arisen without such modification; or (c) the combination of the Service with any third-party products, services or business processes not provided by us as part of the Service, if the Claim would not have arisen without such combination, or (d) the use of the Service in an unlawful or unauthorized manner; or (e) the use of Customer Content or a Third-Party Solution; or (f) a breach of the “Certain Obligations and Restrictions” or “Data Protection” sections this Agreement by you or your Representatives.

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.

## 9. Limited Warranties and Remedies

We warrant that the Service will perform in substantial conformance with the technical specifications set forth in the Documentation during a Service Term. For any breach of this warranty, your exclusive remedy, and our entire liability, will be (1) the correction of the Service errors that caused the breach of the warranty; or (2) if such correction cannot be reasonably effected by us, the termination of your subscription to the Service and the refund of any unused, prepaid fees paid for the Service.

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 software 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 software 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.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE SERVICE OR ANY OTHER 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.

## 10. 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 (IF ANY) PAID BY YOU TO US UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON. SUBJECT TO THE FOREGOING, OUR MAXIMUM LIABILITY FOR EACH CLAIM MADE BY YOU, TO THE EXTENT THE CLAIM ARISES FROM OR IS BASED UPON THE USE OF A THIRD-PARTY SOLUTION, WILL NOT EXCEED THE AMOUNT OF THE APPLICABLE THIRD-PARTY SOLUTION PROVIDER’S LIABILITY TO US RELATED TO THE CLAIM.

## 11. Orders, Invoicing and Payment

You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice, and will be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which

will be your responsibility, except for taxes on our income. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. You agree to negotiate in good faith a prompt resolution of any disputed amounts. If any undisputed invoice governed by this Agreement remains unpaid for 30 or more days after it is due, we may, without limiting our other rights and remedies, accelerate all unpaid fee obligations under all orders so that all amounts payable by you become immediately due and payable. In addition, any amounts which remain unpaid after the due date will be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.

## 12. Audit

You will keep accurate and complete records relating to your activities under this Agreement, including your use of the Service and other information necessary to demonstrate your compliance with this Agreement (“Records”). Within ten (10) days following our written request, you will certify to us in a writing signed by an officer of your company that your use of the Service complies with the terms of this Agreement and will provide us any Records we specify in such request. Within ten (10) days following our written request, we may also audit your Records at your applicable facility during normal business hours and subject to your reasonable facility security requirements. We may also audit your use of the Service (including by remote and/or electronic means) at any time and for any reason.

## 13. 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 or uploaded or transferred to the Service.

We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements. As between you and us, for purposes of this Agreement and Applicable Data Protection Law, you are the “data controller” and we are acting on your behalf as a “data processor” with respect to Protected Data that you or your Representatives upload or transfer to the Service. If you upload or transfer Protected Data to the Service, you will enable encryption of report caches and intelligent cubes which are saved to disk.

## 14. 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, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, and customer lists. 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 the Service (which is considered solely our Confidential Information) so that we may utilize that information to improve our products and services.

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.

## 15. 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).

Notwithstanding anything to the contrary in the Agreement, we may give notices regarding the Service to you by means of a general notice posted on the log-in page of the Service. Such notices will be deemed to have been given the first time you (or any of your Named Users) log in to the Service after the notice has been posted. Notices under a Service policy will be given in accordance with the terms of the policy.

## 16. Assignment

This Agreement or any order 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 Service subscription by you to a third-party will constitute a material breach of this Agreement.

## 17. Third-Party Solution Connectors

When you access any Third-Party Solution (including third-party data sources) with connectors included as part of the Service, you agree and acknowledge that (a) you may download content from the servers of the Third-Party Solution provider; and (b) your access to the Third-Party Solution with such connectors will be for the purpose of utilizing the Third-Party Solution in conjunction with the Service; and (c) we are not responsible for interruptions of service caused by the Third-Party Solution provider; and (d) if we have a business relationship with the Third-Party Solution provider, that relationship is subject to termination and cancellation; (e) you may not remove or obscure any patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any output of the Service; and (f) you are solely responsible for licensing the use of third-party data sources accessed by the Service.

## 18. 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.

## 19. General Provisions

We may elect to change or supplement the terms of this Agreement from time to time in our sole discretion by publishing updated terms on our website at [microstrategy.com](http://microstrategy.com). Any such changes will apply to your subscription to and use of the Service on the date of the next renewal of your subscription to the Service or submission of a new order under this Agreement, whichever comes first. Your continued use of the Service thereafter shall be deemed your acceptance of such changes to the terms of this Agreement. 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, this Agreement; and third, any other document incorporated into the Agreement. Each party has the right to issue a mutually-agreed press release that includes a quotation from one of the other party's senior executives. Each party grants the other the right to use its name and logo in public communications, on websites, in presentations, in marketing collateral and at marketing events. Neither party will be responsible for delay of performance due to causes beyond its control. We may collect usage and diagnostic data related to your use of the Service 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. 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 Service. The failure of either you or us to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. There are no intended third-party beneficiaries of this Agreement. You represent that your decision to purchase access to the Service is not based on (a) any oral or written comments made by us with respect to functionality or features not currently offered in our latest generally available version of the Service; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of the Service may be included in a future update or release of the Service; or (c) demonstrations of any software that is not currently generally available. You further acknowledge that the development, release and timing of any additional features or functionality for the Service remain at our sole discretion. If you deploy the Service as part of an extranet application, you agree to display "Powered by MicroStrategy" or certain other similar trademarks designated by us. Any products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with FAR 12.212, Computer Software (October 1995), 52.227-19, Commercial Computer Software Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998). We are a federal contractor. As a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, **you will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.** This language is provided as part of our compliance with the applicable Executive orders, statutes and regulations regulated by the Department of Labor. 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 orders and any 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.

## 20. MicroStrategy Contracting Entity, Governing Law, Jurisdiction and Disputes

Based upon the country or region where you are domiciled, the table below sets forth (i) the MicroStrategy contracting entity entering into this Agreement and each order under this Agreement; (ii) the law that will be applied to any dispute arising out of this Agreement; and (iii) the courts that will have jurisdiction over any such dispute.

This Agreement and the parties' relationship under it will be interpreted under and governed by the laws of the jurisdiction identified in the applicable "Governing Law" section below, without regard to the choice or conflicts of law provisions of any jurisdiction. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts identified and/or located in the applicable "Venue" section below. 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 reasonable attorney fees.

<b>Domicile</b>	<b>MSTR Contracting Entity</b>	<b>Governing Law</b>	<b>Venue</b>
United States and Canada	MicroStrategy Services Corporation	Commonwealth of Virginia, United States, and controlling United States federal law	State and federal courts with jurisdiction over Fairfax County, Virginia, United States
Argentina	MicroStrategy Brasil Ltda., Sucursal Argentina	Republic of Argentina	City of Buenos Aires, Argentina
Australia and New Zealand	MicroStrategy Pty. Ltd.	New South Wales, Australia	New South Wales, Australia
Austria	MicroStrategy Austria GmbH	Austria	Vienna, Austria
Belgium and Luxembourg	MicroStrategy Benelux BV, MicroStrategy Belgium BVBA	Belgium	Brussels, Belgium
Brazil	MicroStrategy Brasil Ltda.	Brazil	Central Court of the City of Sao Paulo, Brazil
Denmark	MicroStrategy Denmark ApS	Denmark	Maritime and Commercial Court of Copenhagen
France	MicroStrategy France SARL	France	Courts of the Paris Court of Appeal
Germany	MicroStrategy Deutschland GmbH	Federal Republic of Germany	Ordinary courts of Cologne, Germany
Israel	MicroStrategy Israel Ltd.	England and Wales	England and Wales
Italy	MicroStrategy Italy S.r.l.	Italy	Milan, Italy
Japan	MicroStrategy Japan Inc.	Japan	Japan
Korea	MicroStrategy Korea Co., Ltd	Korea	Seoul Central District Court in Korea
Mexico, Colombia, Uruguay, Bolivia, Paraguay, Peru, Ecuador and Central American countries	MicroStrategy Mexico S. de R.L. de C.V.	Mexico	City of Mexico D.F.
The Netherlands	MicroStrategy Benelux BV, MicroStrategy Belgium BVBA	The Netherlands	Amsterdam, Netherlands
Poland	MicroStrategy Poland sp. z.o.o.	Poland	Warsaw, Poland
Portugal	MicroStrategy Portugal, Sociedade Unipessoal, Lda	Portugal	City of Lisbon, Portugal
Singapore, China, Taiwan and ASEAN countries	MicroStrategy Singapore Pte. Ltd.	Singapore	Singapore
South Africa	MicroStrategy South Africa (Proprietary) Limited	South Africa	Courts of High Court of South Africa
Spain	MicroStrategy Iberica, S.L.U.	Spain	City of Madrid, Spain
Sweden	MicroStrategy Sweden AB	Sweden	Maritime and Commercial Court of Stockholm
Switzerland	MicroStrategy Switzerland GmbH	Switzerland	Zurich, Switzerland
United Arab Emirates	MicroStrategy Middle East FZ-LLC	England and Wales	England and Wales
United Kingdom and the Rest of the World	MicroStrategy Limited	England and Wales	England and Wales