

Technical Support

Policies and Procedures

Guidelines for interacting with
MicroStrategy Technical Support

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TECHNICAL SUPPORT POLICIES AND PROCEDURES

Presented below are the policies and procedure that will provide a framework for an effective and productive relationship with our customers. This policy is subject to change at MicroStrategy's sole discretion. MicroStrategy will post a notice of material changes to this policy and procedure to MicroStrategy's website on or about the time such changes are effective.

For customers including partners, and distributors that purchase Technical Support Services ("Technical Support Services" or "Technical Support") for generally available software products licensed from MicroStrategy ("Products"), MicroStrategy makes available Technical Support Services. Technical Support Services include answering questions over the telephone or via email with regard to the operation of the software, troubleshooting, online support, and updates. Only customers with an active subscription to Technical Support Services may receive Technical Support Services.

Except as otherwise noted in this document, the Technical Support Services described below is MicroStrategy's Standard Support offering. MicroStrategy also offers premium Technical Support Services, which are further defined in the Appendix of this document. This policy only applies to customers who license MicroStrategy's software on premise. Standard Technical Support Services include:

NEW SOFTWARE RELEASES AND UPDATES	Customers receive access to the latest versions of MicroStrategy Products and user documentation
MULTI-CHANNEL COMMUNICATION	Customers can contact Technical Support by phone, email or online
CUSTOMER-DESIGNATED SUPPORT LIAISONS	Support Liaisons are the individuals designated by the customer with the authorization to interface with MicroStrategy Technical Support
ONLINE CUSTOMER RESOURCES	24x7 access to our comprehensive Knowledge Base that includes technotes and discussion forums

Section 1. Engaging technical support resources

To engage Technical Support Services resources via phone, email, or online support, an individual must be a designated Support Liaison (defined below). If an individual seeking support is not a Support Liaison, he/she may access MicroStrategy's online customer resources by obtaining an internet account. You may obtain accounts through your Support Liaisons. All Named Users of the Products will have access to the MicroStrategy Developer Zone.

Support liaisons

MicroStrategy Technical Support can work more effectively with your organization by collaborating with a regular set of contacts, identified as "Support Liaisons". A Support Liaison is an individual, with an assigned email and phone number, whom the customer has designated as a point-of-contact with MicroStrategy's Technical Support personnel. Only Support Liaisons may contact Technical Support Services. Support Liaisons will maintain technical ownership of all issues escalated into

MicroStrategy Technical Support. We will engage in all case related communication with these named individuals. A set number of Support Liaisons for each level of Technical Support may contact MicroStrategy Technical Support. Customers may request to change their Support Liaisons six times per year. It is the customer's responsibility to advise MicroStrategy Technical Support when it desires to change a Support Liaison. We will then transfer all existing Technical Support cases to the new Support Liaison. Otherwise, we may close any open or logged cases a contact that is removed as a support liaison initiated. Please note that we will automatically register the newly designated Support Liaisons to receive important technical support announcements via email. Finally, Support Liaisons are encouraged to leverage the online self-service support site to update and check the status of their cases..

During the course of troubleshooting and researching issues, MicroStrategy Technical Support personnel may make recommendations that require administrative privileges on MicroStrategy projects or that assume that the Support Liaison has a security level that permits him or her to manipulate the MicroStrategy projects and has access to potentially sensitive project data, such as security filter definitions. Although not a requirement, we recommend that customers designate Support Liaisons who have permissions to be MicroStrategy project administrators. This eliminates security conflicts and improves case resolution time.



Section 2. Online customer resources

Online customer resources are all available online 24 hours a day, 7 days a week to customers with an active subscription to Technical Support Services. These resources include the MicroStrategy Community and Download Site. Customers are encouraged to take advantage of these resources to research problems on their MicroStrategy system prior to logging a case. To access online customer resources, customers must create an account at <https://community.microstrategy.com/>. Online customer resources can be accessed using most web browsers. The customer's should notify MicroStrategy of any accounts to be terminated.

Access levels

The following table outlines who has access to which online customer resources:

RESOURCES	SUPPORT LIAISON	OTHER NAMED USERS
Online Case Logging	●	
Knowledge Base	●	●
MicroStrategy Developer	●	●
Download site	●	As requested
Discussion Forum	●	●

MicroStrategy online community

The [MicroStrategy Community](#) is a centralized location to log cases, check the status of existing cases, access product documentation, submit product ideas, and search the [Knowledge Base](#).

The Technical Support Site consists of:

- Online Case Logging Interface
- Knowledge Base
- MicroStrategy Developer Zone
- Product Documentation
- My Folder
- Idea Exchange

Because this site identifies users by login, each customer is presented with personalized information. The security of customer information is important to us, so the utmost care is taken to ensure that no customer will be able to access another customer's information.

MicroStrategy Online Case Logging Interface

The [Online Case Logging Interface](#) (OCLI) is the mechanism by which the Support Liaison can log new cases with Technical Support or check the status of existing cases online.

MicroStrategy Knowledge Base

The Knowledge Base is a repository of technical documentation aimed at providing 24 hours a day, seven days a week, online self-service Technical Support.

The Technical Support Site consists of:

- Troubleshooting documents
- Usage instructions
- Known issue descriptions
- White papers
- Frequently asked questions (FAQs)
- Latest release information - readmes, release notes
- MicroStrategy Developer Zone

The [MicroStrategy Developer Zone](#) (MSDZ) allows Named Users to obtain up-to-date versions of the MicroStrategy Developer Library (MSDL). The MSDL describes the architecture and object models and contains code samples that are useful for building a customized solution.

Product documentation

The product documentation provided on the Technical Support Site is the same documentation that is included with the MicroStrategy products. It can be downloaded from the Technical Support Site in PDF format. Product documentation is grouped by version and by language.

My folder

Except as otherwise provided in this document, this folder is where customer contacts can upload company information. Each customer has its own folder. These folders are private and may only be accessed by specified MicroStrategy employees, such as Technical Support Engineers, Consultants, etc., and specified contacts for each customer. Files older than two weeks are automatically purged from this folder. My folder functionality can be accessed directly [here](#).

Idea Exchange

The [Idea Exchange](#) allows customers to suggest enhancements or new features to the MicroStrategy platform. This board is monitored by our Product Management team and is a main source for customer feedback for our product roadmap. Any ideas submitted on the Idea Exchange are the exclusive property of MicroStrategy.

MicroStrategy download site

The MicroStrategy download site is the online repository for all MicroStrategy products. It can be accessed through the 'Related Websites' section of the Technical Support site or by [clicking here](#). Customer contacts with access to the site can choose from the following sections to access desired information:

- **Home:** This section will contain direct links to download the latest MicroStrategy products as well as a search interface to access older releases to which the customer has access..
- **Text builds:** This section will only be available when a test build of an upcoming Hot Fix is available and will only be visible to customers who have a Technical Support case that is fixed in that test build release.
- **License keys:** This section will only be available to Support Liaisons and will allow the ability to retrieve Product license keys for Product updates online.
- **ESRI Map keys:** This section will only be available to Support Liaisons and will allow the ability to retrieve an ESRI Map key. For more information on ESRI Map keys, please consult the product documentation.

MicroStrategy Discussion Forum

The [MicroStrategy Discussion Forum](#) is a website where users can participate in open discussions, share implementation experiences, and exchange information such as best practices and troubleshooting tips. Users can ask questions to the community or share their technical expertise by responding to messages posted by other users.

Section 3. Technical support cases

When a customer has an issue they cannot solve on their own or by using any of the self-service resources provided, the customer's Support Liaison may contact MicroStrategy Technical Support to log a case for their issue. Contact information for MicroStrategy Technical Support is provided in the Contact Information for Technical Support section of this document.

Prior to logging a case

Before logging a case with MicroStrategy Technical Support, the Support Liaison should follow the steps below:

1. Verify that the issue is with MicroStrategy software and not third-party software
2. Verify that the system is using a currently supported version of MicroStrategy software
3. Attempt to reproduce the issue and determine if it occurs consistently
4. Minimize the complexity of the system or project object definition to isolate the cause
5. Determine if the issue occurs on a local machine or on multiple machines in the customer environment
6. Search the [MicroStrategy Knowledge Base](#) for information regarding the issue

The Support Liaison may also want to discuss the issue with other users by posting a question about the issue on the MicroStrategy Discussion Forum boards.

Logging a case

To log a case, Support Liaisons may contact MicroStrategy Technical Support via email, telephone, or the Online Case Logging Interface. Only Support Liaisons can log cases with MicroStrategy Technical Support. Upon logging a case, the Support Liaison receives a case identification number for future reference. When logging a case, the Support Liaison should be prepared to provide the following information:

- Name
- Company and customer site (if different from own company)
- Contact information (phone and email address)
- Case details
- Configuration information, including MicroStrategy software product(s), version(s), and DSI in which the products are installed
- Full description of the case containing symptoms, error message(s), steps taken to troubleshoot the case thus far
- Log files or other supporting data
- Customer system impact

By providing the information specified in this section, the Support Liaison consents to MicroStrategy's use of such information in connection with resolving the Technical Support case.

Customer system impact

In order to understand the impact of the customer's issue, assistance in drawing together a business case for the issue may be required. The business case describes the effect of the issue on the customer's environment from a non-technical standpoint.

It allows MicroStrategy Technical Support Engineers to understand how the case hinders the customer's ability to deploy a successful MicroStrategy solution.

- Economic and financial implications of the issue
- The scope of the issue's impact across reports, users, projects, servers, services, etc.
- Executive level visibility
- Potential impact to key deployment dates

Case escalations

If the priority of your case has changed or your support expectations are not being met, a Support Liaison can escalate your case via phone (recommended) or via the Online Case Logging Interface. The assigned case owner will work with you to understand further your concerns and impact of the issue on your business. As necessary, they will involve a member of the MicroStrategy Support Management Team to ensure alignment and determine the appropriate resources to assign.

Prioritization of cases

MicroStrategy assigns priority levels to cases to allow Technical Support to maximize service levels for each customer. Depending on technical and business needs, MicroStrategy works with each Support Liaison to set the correct priority level for each case.

MicroStrategy recognizes that the customer's business and technical priorities may evolve over time. If the Support Liaison feels that the priority of the case should change, the Technical Support Engineer is available to reprioritize the case. MicroStrategy reserves the right to:

- Make the final determination on the priority level of a case
- Downgrade the priority of a case and notify the Support Liaison of this action if the Support Liaison fails to communicate with MicroStrategy Technical Support in a timely manner

MicroStrategy shall make reasonable commercial efforts to comply with the following guidelines when involved in problem resolution:

PRIORITY LEVEL	DEFINITION	PRIORITY LEVEL EXAMPLES	INITIAL RESPONSE TIMES	STATUS UPDATES
1	A production system is down	Production MicroStrategy Intelligence Server is unavailable	< 2 Hours	As status changes or daily
2	A feature of a production system is seriously affected. System development is halted and there is a severe impact on the customer's ability to continue	Reports are not cached in the production system	< 2 Hours	As status changes or daily
3	A functional production or development system is impacted. It is feasible to continue production/development	Prompted reports do not work in the development system	< 4 Hours	As status changes or every 3 days
4	Customer has a question on usage, defect, enhancement, configuration, or software conflict that impacts the system but not critically	How are the report cache and history list synchronized?	< 6 Hours	As status changes or every 3 days

Premium Technical Support customer cases take precedence over Standard Support customer cases of the same priority. Additional information on each level of support is provided in the Appendix of this document.

Customer involvement in case response

Customers logging priority level one and priority level two cases must be available to work full-time throughout the resolution process with MicroStrategy Technical Support to resolve the issue. The customer must be willing to involve the level of staff needed to resolve the issue effectively and be available to assist MicroStrategy Technical Support with tasks such as testing, sending appropriate information, implementing suggestions, etc. Resolution may be delayed if information is not provided in a timely manner.

Provisional software code

From time to time, MicroStrategy may provide you software code, which is not generally available to all licensees of MicroStrategy ("Provisional Code"). Provisional Code includes any software program, algorithm, code, routine, script, test build, logging build, enhancement patch,

or documentation that MicroStrategy provides to you clearly designated as Provisional Code. Provisional Code does not include the Products, certified defect patches, or subsequent releases of Products that are made generally available through Technical Support or licensed separately. Provisional Code is provided you at no additional charge.

MicroStrategy grants you a non-exclusive, terminable license to use the Provisional Code only in support of and in combination with your use of the products and in accordance with the terms of the license agreement under which the products were licensed. If your license agreement terminates, your right to use the Provisional Code will automatically terminate.

Provisional Code is experimental in nature, may contain defects, and may not work as intended. Technical Support Services may not be available for installation and use of Provisional Code. However, MicroStrategy Technical Support Engineers will use commercially reasonable efforts to answer questions customer may have about Provisional Code.

Provisional code is provided “as is” without any warranty of any kind including the warranty of merchantability or fitness for a particular purpose. MicroStrategy shall have no liability to customer for any damages of any kind (including loss of revenue or use), whether in contract or tort, resulting from customer’s use of the Provisional Code, even if MicroStrategy has been advised of the possibility of such damages.

Problem identification

Once the problem has been identified, MicroStrategy Technical Support may provide customers with one of the following as a solution to their issue:

- **Workarounds.** Alternative actions that can be used to complete tasks and provide a solution to limitations in the software. The case response time guidelines listed above are based on customers actively working to implement MicroStrategy Technical Support’s suggestions, including workarounds.
- **Configuration changes.** A modification to the customer’s MicroStrategy environment settings to resolve the issue. The changes may relate to MicroStrategy software or any underlying technologies and systems.
- **Patches.** The application of existing patches for MicroStrategy software addressing a critical issue.
- **Hotfixes.** Minor updates for MicroStrategy software addressing the issue.
- **A later version.** Upgrades for MicroStrategy software addressing the issue.

At times, defects in third-party software may limit the operation of MicroStrategy software. In these cases, Technical Support will attempt to identify the defective component so that the customer may seek a defect correction from the third-party vendor. See the third-party software section for more details.

Issues that require code changes

If a resolution to your case requires a code change, the status of the Technical Support case is changed from “Open” to “Development”. This indicates that Technical Support has reported the problem to the Software Development team.

Support Liaisons may obtain a status update for their “Development” cases anytime by contacting MicroStrategy Technical Support and referencing their case number.

Providing data to MicroStrategy Technical Support

During the course of troubleshooting and researching issues, it may be necessary to provide MicroStrategy Technical Support personnel with data from your systems (diagnostics, metadata copies, result sets, etc.). For the convenience of our customers, and except as otherwise stated in this document, MicroStrategy provides several methods to transmit this data including, but not limited to, email, the Technical Support site, the MicroStrategy download site.

Unless you are a restricted customer (as defined below), you will not transfer to us or provide to Technical Support resources any access to any data or information that is subject to regulation under Applicable Data Protection Law (“Protected Data”), 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 governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security. In the event such data is transmitted to MicroStrategy, MicroStrategy shall have no liability to customer for any damages of any kind (including loss of revenue or use), whether in contract or tort, relating to such transmission, even if MicroStrategy has been advised of the possibility of such damages.

Please refer to Section 7 of this document if you are (a) a customer who shares electronic Protected Health Information (ePHI) and has an active Business Associate Agreement (BAA) with MicroStrategy; (b) a customer whose governing agreement with MicroStrategy contains obligations and restrictions with respect to personal information that require MicroStrategy to provide Technical Support Services in accordance with Section 7, or (c) a customer who provides formal written notice to MicroStrategy that it wishes MicroStrategy to provide it Technical Support Services in accordance with Section 7 (each a “restricted customer”).

MicroStrategy Health Center

MicroStrategy Health Center allows users to prevent, diagnose and fix problems in a MicroStrategy system. It detects known problems and provides an immediate solution to many of them.

Health Center can email a system administrator if it encounters a problem with the system. In cases where Health Center cannot fix a problem immediately, it enables users to bundle relevant system information, such as log files, into a diagnostic package and transmit the package to MicroStrategy Technical Support for review and troubleshooting.

- MicroStrategy Health Center can only operate on MicroStrategy 9.0.1 or later
- To configure MicroStrategy Health Center, please see the tech note below:
TN32554 How to Configure a MicroStrategy Health Center System

- To learn more about what common tasks can be carried out, please see the tech note below: TN32552 How to use MicroStrategy Health Center Console
- For a list of current MicroStrategy Health Center system checks, please see the tech note below: TN32551 A List of System Checks for MicroStrategy Health Center
- MicroStrategy is constantly extending the functionality of Health Center by developing new system checks and information collectors, and refining existing ones
- To keep the Health Center System up to date, please see the tech note below: TN32553 How to keep the Health Center System up to date

Section 4. Product updates

MicroStrategy provides the below cumulative release types to customers as Updates. An “Update” is any subsequent generally available commercial release of a product provided under an active subscription to Technical Support Services. Updates do not include new products that MicroStrategy markets separately.

Platform release

Platform releases will be a release designated by us as a Platform Release. We expect Platform Releases to be widely adopted for most of our customers. While we do not anticipate adding new features to a Platform Release, we will continue to issue patches and hotfixes for three years after the designation. We expect Platform Releases to be made generally available about every 18 months.

Feature release

We intend to make Feature Releases available about every three months and they will include new features and functionalities from the prior release. These releases are intended for customers that are willing to upgrade more frequently to receive our latest features and functionality. Feature Releases will also be used to deliver enhancements to existing features, and defect corrections. They will incorporate all applicable defect corrections made in prior releases, hotfixes, and patches. Feature release will be supported for 6 months after release.

Hotfix

Hotfixes are vehicles for delivering critical defect corrections. They incorporate all applicable defect corrections made in prior hotfixes and patches. We will release Hotfixes as needed, only on Platform Releases.

Patches

Patches are vehicles for critical defects that affect production systems. They are meant to provide a single correction for a single configuration, so they are not transferable to multiple configurations/systems. Patches occur on an as-needed basis for issues on Platform Releases, and only for P1 issues on Feature Releases.

Requesting a patch

Customers may request a new patch for a critical issue at any time. However, patches are made available at the discretion of MicroStrategy based on technical complexity, the customer's business requirements, and schedules. Once MicroStrategy agrees to create a patch, it is entered into a queue with other scheduled releases. Often times the wait period required for a patch is longer than the wait period for including the correction in an already scheduled hotfix. Once we correct a defect in a Platform Release, any customer who encounters that defect on an older version is expected to upgrade to that Platform Release rather than requesting a patch.

Support expiration and product cycles

MicroStrategy supports Platform Releases three years from release. We will also support Feature Releases for six months after their release. When a release is expired, all of its related hotfixes and patches will also be expired.

Technical Support Services are only available for products that have not expired per the Product Support Expiration Schedule posted on the MicroStrategy corporate website.

Section 5. Other policies

MicroStrategy Technical Support has outlined the following policies regarding renewal of Technical Support Services and customers with past due invoices.

Renewal of Technical Support Services

Customers are not allowed to renew Technical Support Services on a subset of their licensed MicroStrategy products. When Technical Support Services comes due, the customer has the option to either renew all licensed products or allow Technical Support Services for all of its licensed products to lapse.

Customers with past due invoices

Technical Support Services may be discontinued for customers with past due invoices. Upon receipt of payment for the appropriate invoices, MicroStrategy will reinstate Technical Support Services.

Section 6. Limitation of support

There are some limitations to Technical Support Services including on-site services, support for MicroStrategy Web customizations and the MicroStrategy SDK, and third-party software support.

On-site services

Technical Support Services do not include services, which, in the usual course of MicroStrategy's business, are provided to customers as consulting services. Such consulting services include, but are not limited to on-site system health analysis, custom application development and support, data warehouse design, requirements analysis, system performance tuning, capacity planning, or database design. Technical Support Services do not include on-site services.

Support for MicroStrategy Web customizations and the MicroStrategy Development Kit

Support for MicroStrategy Web customizations and SDK is provided according to the following guidelines:

- Technical Support provides information on the purpose and usage of the API in the MicroStrategy SDK
- Technical Support provides guidance on how to prevent or workaround an error that occurs when using the API
- Technical Support provides guidance on how to approach a customization and provides high-level information how to achieve certain functionality
- Technical Support does not create code for customer's applications
- Technical Support does not provide exact steps on how to achieve a customization
- Technical Support does not perform code reviews of customizations

Support for MicroStrategy Command Manager user procedures is provided according to the following guidelines:

- Technical Support provides information on the purpose and usage of the Command Manager, sample outlines and procedures
- Technical Support provides guidance on how to approach Command Manager custom procedures and provides high-level information on how to achieve certain functionality
- Technical Support does not create code for customer's Command Manager custom procedures
- Technical Support does not perform code reviews of Command Manager custom procedures

If after providing assistance in accordance with the guidelines above the customer is still not able to complete the customization successfully, then Technical Support may refer the customer to MicroStrategy Consulting to help ensure the success of the customer's project.

Third-party software

The MicroStrategy software platform depends on multiple third-party components to operate properly. These components may include, but are not limited to databases, operating systems, firewalls, web browsers, application servers, web servers, and Java development kits. MicroStrategy Technical Support aids in the deployment of MicroStrategy's platform with these components, however we do not provide direct support for third-party components. It is the customer's responsibility to configure those components and ensure other applications function in the desired configuration before calling MicroStrategy Technical Support for any issue related to MicroStrategy software. Certain third-party components provided as a part of your Technical Support Services may stop functioning if the Technical Support Services are discontinued.

In certain instances, MicroStrategy Technical Support may be available to work with and provide information to the third-party vendors. If a defect in third-party software causes MicroStrategy software to perform less optimally, MicroStrategy Technical Support will identify the third-party component so that the customer may pursue a solution with the correct vendor.

Compliance cases

Customers can log questions about compliance with their license agreements with MicroStrategy Technical Support. When a customer logs a compliance case, MicroStrategy first attempts to determine whether the case is caused by an issue with the product. If the case is in fact an issue with the product, MicroStrategy Technical Support will facilitate resolution according to the case response guidelines detailed in this document. If it is determined that a compliance case is not caused by the product but is caused by over deployment, customers will be asked to contact their Account Executive to realign their licensing agreement with their deployment.

Section 7. Support for restricted customers

The guidelines in this Section 8 are only applicable to restricted customers.

Logging a restricted customer support case

To log a restricted customer support case, the designated Support Liaisons may contact MicroStrategy Technical Support via telephone or by using the Online Case Logging Interface, located on the [Technical Support site](#). Upon logging a case, the Support Liaison will receive a case identification number to use for all communications regarding this issue.

Support for restricted customers will follow similar Technical Support processes as described earlier in this document; however, there are four limitations specific to restricted customers listed below:

1. Restricted customers will not have a customer folder to upload documents in the regular Technical Support environment.
2. Restricted customers will not be able to attach files to support cases.
3. Emails to support@microstrategy.com will be stripped of attachments.
4. Emails will also be subject to an email filter for ePHI content.

Restricted customers may access the restricted environment (called the "HCSE"), which contains safeguards for the protection of protected information. Access to the HCSE will only occur via Secure FTP.

Transferring data via secure FTP

Only restricted customers with an active subscription to Technical Support Services may access HCSE Online customer resources through the customer FTPS access portal. All online customer resources for restricted customers must be accessed using a MicroStrategy Resource Center account. Support Liaisons can request a restricted customer FTPS access account by opening a case with MicroStrategy Technical Support. The customer shall notify MicroStrategy of any accounts to terminate. Once the FTPS access account information has been obtained customers may FTPS files to hcse.cloud.microstrategy.com, via port 21, using the aforementioned account credentials.

Section 8. Terms applicable to processing personal data

This section will apply only to the extent there is no other executed agreement in place regarding the same subject between MicroStrategy and the customer.

8.1 Definitions

“Applicable Data Protection Law” shall include and mean all applicable laws and regulations where these apply to MicroStrategy, its group and third parties who may be utilized in respect of the performance of the Technical Support Services relating to the processing of personal data and privacy, including, without limitation, the General Data Protection Regulation (EU) 2016/679.

The terms “Data Controller,” “Data Processor,” “Data Subject,” “Supervisory Authority,” “process,” “processing” and “personal data” shall be construed in accordance with their meanings as defined under Applicable Data Protection Law.

“Customer’s Group” shall include and mean the Customer and any subsidiary, subsidiary undertaking and holding company of Customer.

“International Transfer” shall include and mean a transfer from a country within the European Economic Area (EEA) (including the UK following its exit from the European Union) to a country outside the EEA (as it is made up from time to time) of personal data which is undergoing processing or which is intended to be processed after transfer.

“Sub-Processor” shall include and mean any third party appointed by MicroStrategy to process personal data.

8.2 Data Processing

MicroStrategy will process as a Data Processor the personal data specified in the table below in connection with the Technical Support Services as instructed by Customer or provided by Customer as Data Controller to MicroStrategy (collectively, “Customer Data”) in accordance with Customer’s documented instructions. Customer authorizes MicroStrategy, on its own behalf and on behalf of the other members of Customer’s Group, to process Customer Data during the term of this DPA as a Data Processor for the purpose set out in the table below.

CUSTOMER DATA IN RELATION TO TECHNICAL SUPPORT

SUBJECT MATTER OF PROCESSING	Provision of services to the Customer in connection with the resolution of a Technical Support case.
DURATION OF PROCESSING	Term of Technical Support contract.
NATURE OF PROCESSING	Storage, back-up, recovery and processing of Customer Data in connection with a Technical Support case.
PURPOSE OF PROCESSING	Provision of Technical Support.
TYPE OF PERSONAL DATA	The Customer Data that is uploaded or transferred in connection with the resolution of a Technical Support case.
CATEGORIES OF DATA SUBJECT	Employees of the Customer or Customer’s customers, prospects, business partners and vendors and employees of agents of the Customer.

The parties agree that this Section 8 of this document (“DPA”) is Customer’s complete and final documented instruction to MicroStrategy in relation to Customer Data. Additional instructions outside the scope of this DPA (if any) require prior written agreement between MicroStrategy and Customer, including agreement on any additional fees payable by Customer to MicroStrategy for carrying out such instructions. Customer shall ensure that Customer’s instructions comply with all rules and regulations applicable in relation to Customer Data, and that the processing of Customer Data in accordance with Customer’s instructions will not cause MicroStrategy to be in breach of Applicable Data Protection Law. MicroStrategy will not process Customer Data outside the scope of this DPA

MicroStrategy will:

- a. process Customer Data only on documented instructions from Customer (unless MicroStrategy or the relevant Sub-Processor (see Section 8.4 below) is required to process Customer Data to comply with applicable laws, in which case MicroStrategy will notify Customer of such legal requirement prior to such processing unless such applicable laws prohibit notice to Customer on public interest grounds);
- b. immediately inform Customer in writing if, in its reasonable opinion, any instruction received from Customer infringes any Applicable Data Protection Law;
- c. ensure that any individual authorized to process Customer Data complies with Section 8.2 (a) above; and
- d. at the option of Customer, delete or return to Customer all Customer Data after the end of the provision of the Technical Support Services relating to processing, and delete any remaining copies. MicroStrategy will be entitled to retain any Customer Data which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting, taxation or record keeping purposes. Section 8.3 will continue to apply to retained Customer Data.

8.3 Confidentiality

MicroStrategy will not disclose Customer Data to any government or any other third party, except as necessary to comply with the law or a valid and binding order of a law enforcement agency (such as a subpoena or court order). If a law enforcement agency sends MicroStrategy a demand for Customer Data, MicroStrategy will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, MicroStrategy may provide Customer’s basic contact information to the law enforcement agency. If compelled to disclose Customer Data to a law enforcement agency, MicroStrategy will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy, unless MicroStrategy is legally prohibited from doing so. MicroStrategy restricts its personnel from processing Customer Data without authorization, and imposes appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

8.4 Sub-Processing

Customer authorizes MicroStrategy to engage its own affiliated companies for the purposes of providing the Technical Support Services. In addition, Customer agrees that MicroStrategy may use Sub-Processors to fulfill its contractual obligations under this DPA or to provide certain services on its behalf. The MicroStrategy websites at <https://community.microstrategy.com/s/article/GDPR-Technical->

Support-Sub-Processors and <https://community.microstrategy.com/s/article/GDPR-Consulting-Sub-Processors> list its Sub-Processors that are currently engaged to carry out specific processing activities on behalf of Customer. Before MicroStrategy engages any new Sub-Processor to carry out specific processing activities on behalf of Customer, MicroStrategy will update the applicable website. If Customer objects to a new Sub-Processor, MicroStrategy will not engage such Sub-Processor to carry out specific processing activities on behalf of Customer without Customer's written consent. Customer hereby consents to MicroStrategy's use of Sub-Processors as described in this Section 8.4. Except as set forth in this Section 8.4, or as Customer may otherwise authorize, MicroStrategy will not permit any Sub-Processor to carry out specific processing activities on behalf of Customer. If MicroStrategy appoints a Sub-Processor, MicroStrategy will (i) restrict the Sub-Processor's access to Customer Data only to what is necessary to provide the Services to Customer and will prohibit the Sub-Processor from accessing Customer Data for any other purpose; (ii) will enter into a written agreement with the Sub-Processor and; (iii) to the extent the Sub-Processor is performing the same data processing services that are being provided by MicroStrategy under this DPA, impose on the Sub-Processor substantially similar terms to those imposed on MicroStrategy in this DPA. MicroStrategy will remain responsible to Customer for performance of the Sub-Processor's obligations.

8.5 International Transfers

To provide the Technical Support Services, Customer acknowledges and confirms MicroStrategy may make International Transfers of Customer Data. The adequate safeguard MicroStrategy has in place for transfers from the EU to the US is the EU – US Privacy Shield Framework. MicroStrategy Incorporated and MicroStrategy Services Corporation have certified compliance with the EU – US Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of EU personal information transferred to the United States. Where MicroStrategy makes an International Transfer, it shall do so via the use of the EU-US Privacy Shield Framework, which will apply to all transfers between MicroStrategy EU entities and MicroStrategy U.S. entities and third parties used by MicroStrategy as part of the provision of the Technical Support Services. Any transfers from the United States to any third-party countries will be considered an "onward transfer" under the EU-US Privacy Shield Framework. Where MicroStrategy makes an onward transfer, it will ensure a contract is in place with that party which satisfies the onward transfer accountability requirements of the EU-US Privacy Shield Framework.

In respect of other International Transfers, MicroStrategy will only make a transfer of Customer Data if:

- a. adequate safeguards are in place for that transfer of Customer Data in accordance with Applicable Data Protection Law, in which case Customer will execute any documents (including without limitation standard contractual clauses) relating to that International Transfer, which MicroStrategy or the relevant Sub-Processor reasonably requires it to execute from time to time; or
- b. MicroStrategy or the relevant Sub-Processor is required to make such an International Transfer to comply with applicable laws, in which case MicroStrategy will notify Customer of such legal requirement prior to such International Transfer unless such applicable laws prohibit notice to Customer on public interest grounds; or
- c. otherwise lawfully permitted to do so by Applicable Data Protection Law.

8.6 Security of Data Processing

MicroStrategy has implemented and will maintain appropriate technical and organizational measures, including, as appropriate:

- a. security of the MicroStrategy network;
- b. physical security of the facilities;
- c. measures to control access rights for MicroStrategy employees and contractors in relation to the MicroStrategy network; and
- d. processes for regularly testing, assessing and evaluating the effectiveness of the technical and
- e. organizational measures implemented by MicroStrategy.

8.7 Security Breach Notification

MicroStrategy will, to the extent permitted by law, notify Customer without undue delay after becoming aware of any actual accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Customer Data by MicroStrategy or MicroStrategy's Sub-Processor(s) (a "Security Incident"). To the extent such a Security Incident is caused by a violation of the requirements of this DPA by MicroStrategy, MicroStrategy will make reasonable efforts to identify and remediate the cause of such breach, including steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Customer agrees that an unsuccessful Security Incident will not be subject to this Section 8.7. An unsuccessful Security Incident is one that results in no actual unauthorized access to Customer Data or to any of MicroStrategy's or MicroStrategy's Sub-Processor's equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-in attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers), or similar incidents; and MicroStrategy's obligation to report or respond to a Security Incident under this Section 8.7 is not and will not be construed as an acknowledgement by MicroStrategy of any fault or liability of MicroStrategy with respect to the Security Incident.

Notification(s) of Security Incidents, if any, will be delivered to Customer by any means MicroStrategy selects, including via email. It is Customer's sole responsibility to ensure that Customer provides MicroStrategy with accurate contact information and secure transmission at all times.

The information made available by MicroStrategy is intended to assist Customer in complying with Customer's obligations under Applicable Data Protection Law in respect of data protection impact assessments and prior consultation.

8.8 Audit

MicroStrategy will allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer, provided that Customer gives MicroStrategy at least 30 days' reasonable prior written notice of such audit and that each audit is carried out at Customer's cost, during business hours, at MicroStrategy nominated facilities, and so as to cause the minimum disruption to MicroStrategy's business and without Customer or its auditor having any access to any data belonging to a person other than Customer. Any materials disclosed during such audits and the results of and/or outputs from such audits will be kept confidential by Customer. Such audit shall be performed not more than once every 12 months and Customer shall not copy or remove any materials from the premises where the audit is performed.

If the standard contractual clauses apply under Section 8.5(a), then Customer agrees to exercise its audit and inspection right by instructing MicroStrategy to conduct an audit as described in this Section 8.8, and the parties agree that notwithstanding the foregoing nothing varies or modifies the standard contractual clauses nor affects any Supervisory Authority's or Data Subject's rights under those clauses.

8.9 Independent Determination.

Customer is responsible for reviewing the information made available by MicroStrategy as it is provided to Customer from time to time relating to data security and making an independent determination as to whether the Technical Support Services meets Customer's requirements and legal obligations as well as Customer's obligations under this DPA.

8.10 Data Subject Rights.

MicroStrategy will provide reasonable assistance to Customer in:

- a. complying with its obligations under the Applicable Data Protection Law relating to the security of processing Customer Data;
- b. responding to requests for exercising Data Subjects' rights under the Applicable Data Protection Law, including without limitation by appropriate technical and organizational measures, insofar as this is possible;
- c. documenting any Security Incidents and reporting any Security Incidents to any Supervisory Authority and/or Data Subjects;
- d. conducting privacy impact assessments of any processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly; and
- e. making available to Customer information necessary to demonstrate compliance with the obligations set out in this DPA.

Section 9. Contact information for Technical Support

Support Liaisons may contact Technical Support in the following ways:

North America

Email: support@microstrategy.com

Web: <https://resource.microstrategy.com/Support/>

Fax: (703) 842-8709

Phone: (703) 848-8700

Message: (703) 848-8709

Hours: 9 am -7 pm EST, M-F except holidays

Europe, the Middle East, and Africa (EMEA)

Email: eurosupp@microstrategy.com

Web: <https://resource.microstrategy.com/Support/>

Fax: +44 (0) 208 711 2525

Phone: Belgium: +32 2792 0436

France: +33 17 099 4737

Germany: +49 22 16501 0609

Ireland: +353 1436 0916

Italy: +39 023626 9668

Poland: +48 22 459 5252

Scandinavia & Finland: +46 8505 20421

Spain: +34 91788 9852

The Netherlands: +31 20 794 8425

UK: +44 (0) 208 080 2182

International Distributors: +44 (0) 208 080 2183

Hours: UK, Ireland and Portugal: 9 am-6 pm GMT,
M-F except holidays

Mainland Europe except Portugal: 9 am-6 pm CET,
M-F except holidays

Asia Pacific

Email: apsupport@microstrategy.com

Web: <https://resource.microstrategy.com/Support/>

Fax: +86 571 8848 0977

Phone: Asia Pacific (except Australia, Japan and Korea): +86 571 8526 8067 Australia: +61 2 9333 6499 Japan: +81 3 3511 6720 Korea: +82 2 560 6565

Hours: Asia Pacific (except Japan and Korea): 8 am - 6 pm, M-F (except holidays)

Japan and Korea: 9 am- 6 pm,
M-F (except holidays).

Latin America

Email: latamsupport@microstrategy.com

Web: <https://resource.microstrategy.com/Support/>

Fax: + 55 11 3044 4088

Phone: Latin America (except Brazil and Argentina):
+54 11 5222 9360

Brazil: +55 11 3054 1010

Argentina: 0 800 444 MSTR

Hours: 9 am - 6 pm (Sao Paulo),
M-F except holidays

Hours: 9 am - 7 pm (Buenos Aires),
M-F except holidays

If the Support Liaison is unable to reach Technical Support by phone during these hours, they have the option to send an email, log a case via the Online Case Logging Interface, or leave a detailed voice mail. Technical Support only actively troubleshoots cases during the regular business hours outlined above except in the event of priority level one and priority level two production system cases for customers with a subscription to the 24x7 Technical Support option. Refer to the Appendix for more details on 24x7 services.

Support Liaisons should contact the Support Center in the location where products were purchased.

The individual Technical Support Centers are closed on certain public holidays. In North America, these holidays reflect many U.S. national holidays. In Europe, Asia Pacific, and Latin America, these holidays reflect the national public holidays in each country.

Section 10. Contact information for maintenance renewal

MicroStrategy's Maintenance Renewal team addresses all questions regarding existing maintenance renewal agreements with MicroStrategy. Contact the Maintenance Renewal team in the following ways:

North America

Email: MicroStrategyMaintenanceRenewal@microstrategy.com

Phone: (703) 848-8700

Fax: (703) 842-8709

Latin America

Email: MicroStrategyMaintenanceRenewal@microstrategy.com

Europe, the Middle East, and Africa (EMEA)

Please contact your respective country sales office.

You may also contact the EMEA maintenance manager at +44 (0)208 396 0075.

Appendix

A. Technical support levels and features

MicroStrategy offers four levels of Technical Support to customers – Standard, Extended, Premier, and Elite – which are sold for a particular designated system. A designated system is defined as all projects contained within a single production MicroStrategy metadata instance.

Standard Support

- Live Support during business hours: Support Liaisons have access to Technical Support Engineers during normal business hours as specified for their region in the contact information for Technical Support section of this document.
- Technical Support site: Support Liaisons have access to the Technical Support site (Online Case Logging Interface, Knowledge Base, discussion forums, and download site) 24 hours a day, seven days a week, including holidays.
- Multiple contact methods: Support Liaisons can contact Technical Support via phone, email, fax, and the Online Case Logging Interface.

Features:

- Community and Knowledge Base
- Portal/email and telephone support
- Support Liaisons: 2
- Software updates

Extended Support

Extended Support offers all the benefits of Standard Support, plus:

- 24X7 Support: Support Liaisons have emergency access to Technical Support Engineers 24 hours a day, seven days a week, including holidays. At this time, 24X7 support is available in English and is designed to provide live support coverage for critical cases.

Features:

- 24x7 telephone support for P1 and P2 issues
- Support Liaisons: 4
- Software updates
- Community and Knowledge Base
- Portal/email and telephone support

Premier Support

Premier Support offers all the benefits of Extended Support, and an assigned technical account manager.

Features:

- Weekly case management meetings
- Technical Account Manager
- Localized support
- 24x7 telephone support for P1 and P2 issues
- Support Liaisons: 6
- Software updates
- Community and Knowledge Base
- Portal/email and telephone support

Elite Support

Elite Support offers all the benefits of Premier Support as well as an assigned Support Engineer.

Features:

- Assigned Support Engineer
- Weekly case management meetings
- Technical Account Manager
- Localized support
- 24x7 telephone support for P1 and P2 issues
- Support Liaisons: 8
- Software updates
- Community and Knowledge Base
- Portal/email and telephone support

B. Comparison of offerings

The following table summarizes all services available with each Technical Support offering.

	ON-PREMISE SUPPORT OFFERINGS			
	STANDARD On-demand customer support	EXTENDED 24x7	PREMIER 24x7 coverage and assigned Technical Account Manager	ELITE 24x7 coverage, assigned Technical Account Manager, dedicated Support Engineer
Portal/email/telephone	●	●	●	●
Community and Knowledge Base	●	●	●	●
Software updates	●	●	●	●
Support Liaisons	2	4	6	8
24x7 telephone support for P1 and P2 issues (We will provide you telephone support for all other issues in accordance with standard business hours of the applicable localized support location(s))		●	●	●
Localized support (We will provide you with support from up to two (2) support center locations)			●	●
Technical Account Manager			●	●
Weekly case management meetings			●	●
Assigned Support Engineer				●
Customer site visits				●