

Date Last Updated: 10.2025

VENDOR SERVICE AGREEMENT

This Vendor Service Agreement (“**Agreement**”) applies to any work order that incorporates this Agreement and is entered into between Strategy Inc or its affiliates (“**we**,” “**us**,” “**our**”) and the entity or individual performing Services identified on the work order (“**you**,” “**your**”), and specifies the terms and conditions by which we will engage you to perform Services for us on a temporary basis.

1. **Services.** You will perform services specified in the work order (“**Services**”). You will periodically advise us of your progress, and upon our request, prepare written progress reports. The manner and means by which you choose to complete the Services are in your sole discretion and control.

2. **Your Personnel.** You will pre-screen all individuals whom you submit to us to perform Services (employees, subcontractors, agents, or otherwise; collectively “**Personnel**”) on-site at our facilities by conducting background checks. The background checks will include: (i) inquiry regarding past criminal convictions (covering all localities in which the individual has lived or worked in the past 7 years) and will be based on such individual’s social security numbers (or international equivalent); (ii) verification that such individual is under no contractual or other restrictions that would prohibit or impair their ability to perform the Services for us; and (iii) verification that performance of the Services by such individual will not violate any federal or state law, statute or regulation of the jurisdiction in which they may be performing the Services. You will obtain and maintain written results of all criminal background checks. You represent that such Personnel intended to perform Services at our facilities located in the United States will be current U.S. citizens, current H-1B visa holders or current green card holders during the time they are performing the Services. We may require your Personnel to utilize mobile software applications for physical and logical access to our buildings and systems. You will equip all Personnel, at your expense, with an electronic device that supports our applications. If we request that you replace assigned Personnel, you will immediately provide us with a replacement satisfactory to us at no additional charge. You are responsible for all acts or omissions of your Personnel.

3. **Ownership.** You agree that we will be the sole and exclusive owner of all right, title and interest in and to all ideas, inventions, works of authorship, work product, materials, and other deliverables conceived, made, developed, reduced to practice, or worked on by you, alone or in conjunction with others (a) in the course of providing the Services to us following the execution of this Agreement, and (b) after the term of this Agreement if resulting or directly derived from our confidential information, including for either (a) or (b), all patent, copyright, trademark, trade secret and other intellectual property rights therein, whether now known or hereafter recognized in any jurisdiction (collectively, “**Work Product**”). All Work Product you develop or prepare under this Agreement is “work made for hire” under the United States Copyright Act, 17 U.S.C. §§ 101 et seq. as amended. If any of the Work Product is not legally deemed to be a “work made for hire,” you hereby irrevocably assign to us all of your right, title, and interest in and to such Work Product. You will promptly disclose to us all Work Product. Upon termination of this Agreement or a work order, you will deliver to us all Work Product in your possession or control.

4. **Assistance.** You will execute all papers, including patent applications, invention assignments and copyright assignments, and otherwise agree to assist us as reasonably required to perfect, protect, and enforce our right, title and other interest in Work Product granted to us under this Agreement. If we are unable for any reason, after reasonable effort, to secure your signature (or the signature of your Personnel or Authorized Representative(s), if applicable) on any document needed in connection with the actions specified above, you hereby irrevocably designate and appoint us as your agent and attorney-in-fact, which appointment is coupled with an interest, to act for and, on your behalf, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by you.

5. **Background IP License.** You hereby grant to us a non-exclusive, royalty-free, fully paid perpetual, irrevocable, worldwide right and license, with right of sublicense and transfer, under and to your Background IP (as defined below) for the purpose of developing, marketing, selling and supporting products and services of ours or our affiliates or subsidiaries, either directly or through multiple tiers of distribution, but not for the purpose of licensing Background IP separately from products and services of ours or our affiliates or subsidiaries. For purposes of this Agreement, “**Background IP**” means any and all technology and intellectual property rights that do not constitute Work Product and that are owned by you or are licensed by a third party to you with a right to sublicense, and which exist prior to the date

of this Agreement or which are developed independently by you outside of the Services, but are used in provision of the Services or are applicable to the Work Product.

6. Termination. This Agreement is effective as of the effective date of your initial work order and will remain in effect until terminated in accordance with the terms of this Agreement. Either party may terminate a work order if the other party breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the other party. We may terminate this Agreement or any work order for any reason at any time upon written notice. In the event of any termination by us, you will cease work immediately after receiving notice of such termination unless otherwise advised by us. Upon any termination, we are only obligated to pay any undisputed invoices for Services actually performed before the effective date of such termination.

7. Insurance. During the term of this Agreement, you will maintain: (a) Comprehensive General Liability Insurance with limits no less than \$1,000,000 for each occurrence of bodily injury (including death) or property damage and \$2,000,000 aggregate; (b) Automobile Liability Insurance with a minimum \$1,000,000 "combined single limit" coverage (for both bodily injury and property damage); (c) Workers Compensation as required by law; (d) Employer's Liability Insurance with a limit no less than \$1,000,000; (e) Errors & Omissions Liability Insurance, including Cyber Liability coverage, with a limit no less than \$1,000,000; and (f) Client coverage with a limit no less than \$1,000,000. Insurance coverages for (a)-(c) will: (i) be primary and non-contributory; (ii) include a waiver of subrogation; and (iii) list us as an additional insured. Upon request, you will provide a Certificate of Insurance showing such policies are in effect and will not be cancelled without thirty (30) days' written notice to us. Compliance with this provision will not relieve you from liability under any other provision of this Agreement.

8. Invoices. You will submit invoices for Services delivered and reasonable documented expenses incurred in the performance of the Services (to the extent such expenses are reimbursable under the work order and the Strategy Travel and Entertainment Expense Policy as provided to you in advance) during the prior calendar month by the fifteenth (15th) day of each month ("**Invoice Due Date**") to the email address stated on our purchase order. We are not obligated to pay any invoice that we receive after the Invoice Due Date. Each invoice will apply to only one work order. Invoices for Services delivered will include: (a) our purchase order number under which you performed Services; (b) your Strategy representative's name; and (c) relevant time sheets from our designated time entry system. Invoices for expenses incurred will include: (w) our purchase order number under which expenses were incurred; (x) your Strategy representative's name; (y) an expense log as provided by us for the relevant period; and (z) original receipts.

9. Payments. We will compensate you on an hourly time and materials basis unless otherwise specified in a work order. You will not deliver Services before receiving a valid purchase order(s) from us or in excess of the dollar amount specified on a purchase order(s). We will pay all undisputed properly submitted invoices received before the Invoice Due Date within forty-five (45) days of receipt, unless you are acting as a subcontractor to provide Services to one of our customers, in which case we will pay you within forty-five (45) days of receipt of payment from our customer for such Services. We will not pay any late fees. You will pay all applicable federal and state taxes and other payments due to your Personnel relating to the fees you receive under this Agreement.

10. Audit. During the term of this Agreement and for three (3) years following termination of this Agreement, you will keep and maintain accurate and complete records (in the form of notes, sketches, drawings or in any other form that may be required by us) relating to your activities under this Agreement. At our request but not more than once annually, we may audit such records to confirm your performance of Services complies with this Agreement.

11. Confidentiality. You will comply with the terms of any nondisclosure agreement between you and us ("**NDA**"). If no such NDA exists, you, your Personnel and any Authorized Representatives (a) will protect and keep confidential the existence of this Agreement and all work orders, its terms and conditions and any other information obtained from us in connection with this Agreement or related to the Services, including all information relating to our business, technology, products, services, customers, suppliers, employees, marketing activities and finances, (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling your obligations under this Agreement, and (c) will return all such information to us promptly upon the termination of this Agreement or upon our written request. All such information will remain our exclusive property, and you will have no rights to use such information except as expressly provided herein.

12. Defend Trade Secrets Act Notice of Immunity Rights. You acknowledge that we have provided you notice of your immunity rights under the Defend Trade Secrets Act, which states: "(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence

to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal, and (B) does not disclose a trade secret, except pursuant to court order.”

13. Indemnification. You will indemnify, defend, and hold us and our affiliates, and our and their directors, officers, employees, and agents, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) related to (a) third party claims, suits, demands, actions, damages, and other liabilities arising out of (i) your breach of this Agreement, (ii) your negligence or willful misconduct in performing Services for us under this Agreement, (iii) an allegation that any of the Background IP, Work Product, or your Services infringe upon or misappropriate any third-party patent, copyright, trademark, trade secret or other intellectual property right of such party or (iv) for bodily injury, death, or property damage you cause; and (b) claims, suits, demands, actions, damages, penalties, and other liabilities arising out of your failure to pay applicable taxes and to pay wages and benefits to your Personnel.

14. Representations and Warranties. You represent and warrant that: (a) you will provide Services and Work Product in a professional and workmanlike manner in accordance with the level of professional care that conforms with industry standards and applicable work order requirements; (b) you will comply with all applicable statutes, laws, rules, and regulations; (c) you will perform Services and provide Work Product that will not infringe upon or misappropriate the copyrights, patents, trademarks, trade secrets, or other intellectual property rights of any third party; (d) you will not use your own proprietary materials in the Work Product without our prior written consent; (e) the Work Product will be free and clear of all liens, claims, encumbrances or demands of third parties, including any claims by any such third parties of any right, title or interest in or to the Work Product; (f) you have all necessary rights to license the Background IP, and to assign all Work Product to us; (g) all Work Product will conform to the specifications agreed by the parties for such Work Product; (h) comply with our and our customers’ regulations and policies as may be provided from time to time; (i) all Work Product and other materials provided by you or on your behalf will not contain any copy protection, automatic shut-down, lockout, “time bomb,” viruses, “Trojan horses” or other harmful code; (j) no Open Source Materials was or is incorporated or distributed, in whole or in part, in conjunction with the Work Product without our prior written consent; and (k) the Work Product are not subject to any license or other terms that require that other software or documentation incorporating or used with the Work Product be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge. For purposes of this Section 14, “**Open Source Materials**” means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU’s General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (ii) the Affero General Public License, (iii) the Artistic License (e.g., PERL), (iv) the Mozilla Public License, (v) the Netscape Public License, (vi) the Sun Community Source License (SCSL), (vii) the Sun Industry Standards License (SISL), (viii) the BSD License and (ix) the Apache License.

15. Limitation of Liability. EXCEPT FOR YOUR INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS OR YOUR BREACH OF OUR INTELLECTUAL PROPERTY RIGHTS: (A) THE CUMULATIVE AGGREGATE LIABILITY OF EACH PARTY AND ALL OF ITS AFFILIATES TO THE OTHER PARTY AND ALL OF ITS AFFILIATES FOR EACH WORK ORDER RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY US TO YOU FOR SERVICES PURSUANT TO THE WORK ORDER THAT IS THE SUBJECT OF THE DISPUTE; AND (B) IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY OR ANY OF ITS AFFILIATES 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.

16. 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 Services provided under this Agreement or any work order. 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 this Agreement by providing you written notice of any such breach.

17. Federal Contractors. 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.

18. Data Processing. If you have access to or process our or our customer's data or information that is considered "Personal Data," "Protected Health Information," "Personally Identifiable Information" or similar terms under applicable law while performing the Services, you will comply with our Data Processing Addendum made available at <https://www.microstrategy.com/legal/contract-hub>, as modified from time to time by us.

19. Assignment. This Agreement will bind and inure to the benefit of each party and their permitted successors and assigns. You will not assign, subcontract, or transfer this Agreement or any work order without our prior written consent. In the event we give such consent, you will remain fully liable to us for the performance of all permitted subcontractors or assignees, including their respective employees, independent contractors, agents and representatives (each, an "Authorized Representative"). We may freely assign this Agreement, and you expressly agree that any intellectual property rights licensed to us, including any rights to your Background IP, are transferable to our assignee without your consent.

20. Force Majeure. Neither party will be responsible for delay of performance of any obligation under this Agreement due to causes beyond its reasonable control, including actions of third-parties beyond either party's control, earthquake, storms or other elements of nature, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war (a "Force Majeure Event"); provided that, such party has used commercially reasonable efforts to mitigate the effects of such Force Majeure Event. In the event that your performance of any obligations under this Agreement is delayed by a Force Majeure Event by more than ten (10) days, we have the right to immediately terminate this Agreement and any work orders upon written notice to you.

21. Non-Solicitation. Except for hiring employees (or agents) responding to publicly advertised job announcements, during the term of this Agreement and for one (1) year following termination of this Agreement, neither party will hire nor directly or indirectly solicit any employee (or agent) of the other party who has provided Services or performed obligations or otherwise interacted with such party under this Agreement in the previous twelve (12) months.

22. Independent Contractor. You are an independent contractor for us and no joint venture, partnership, employment, or agency relationship exists between you and us. You are not our agent and are not authorized to make any representation, warranty, contract, or commitment on our behalf. Neither you nor any of your Authorized Representatives, if applicable, will be entitled to any of the benefits which we may make available to our employees, such as group insurance, profit-sharing or retirement benefits. You will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to your performance of the Services (and those of your Authorized Representatives, if applicable) and receipt of fees under this Agreement. We will regularly report amounts paid to you by filing Form 1099-MISC with the Internal Revenue Service as required by

law. Because you are an independent contractor, we will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on your behalf (or for any individual performing Services on your behalf, if applicable). You agree to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to you under this Agreement.

23. Press Releases. Except as required to perform Services, you will not use our or our customers', partners', or employees' name, trademark, service mark, logo or commercial symbol, or any other proprietary rights in any manner without our prior written authorization. You will not issue press releases or publicity relating to us or this Agreement or reference us or our affiliates in any brochures, advertisements, client lists or other promotional materials.

24. Notices. All notices will be in writing and will be deemed given when: (a) personally delivered; (b) sent by electronic mail; or (c) sent by a commercial overnight courier. You will provide notices to Strategy Inc, Attn: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia 22182, United States; email: cwrequests@microstrategy.com.

25. Equitable Remedies. Because your Services are personal and unique and because you may have access to and become acquainted with our confidential information, we will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that we may have for a breach of this Agreement.

26. Governing Law; Jurisdiction. This Agreement will be governed by the laws of the Commonwealth of Virginia without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement, the parties' relationship under it or the Services will be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Fairfax County, Virginia. Both parties irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding.

27. Miscellaneous. If you provide us with services involving your AI models or third-party AI models, the current Vendor AI Addendum at terms.microstrategy.com will also apply to this Agreement. You further acknowledge and agree that any rights or license granted to Strategy involving your AI models or third-party AI models in such case will also extend to all Strategy affiliates. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, then such provision will be construed, as nearly as possible, to reflect the parties' intentions with all other provisions remaining in full force and effect. The failure of either party to enforce any right in this Agreement will not constitute a waiver of such right unless agreed to in writing by the waiving party. This Agreement may only be amended by a written document signed by both parties. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement or a work order, including Sections 2 - 6 and 9 - 27. This Agreement and any work orders comprise the entire agreement between the parties and supersedes all, written or oral, prior or contemporaneous negotiations, discussions, agreements, or statements. As between this Agreement and a work order, the work order prevails but only with respect to that work order. Section headings are inserted for convenience only and will not affect interpretation of this Agreement.