



## ADDENDUM – MICROSTRATEGY AI PRODUCT TERMS

The terms of this Addendum supplement and amend the existing agreement between you and us governing the MCE Service (“Existing Agreement” and, as supplemented and amended by this Addendum, the “Agreement”) and apply to the provision of the MicroStrategy AI Product (“AI Product”). To the extent there is any conflict between this Addendum and the Existing Agreement, this Addendum will prevail.

1. **Access Grant.** You may grant your Named Users access to our AI Product as an add-on to the MCE Service in accordance with the access grant provision in the Existing Agreement and in accordance with applicable law.

2. **Consumption-Based Licensing and Auto-Replenishment.** Except where your licensing of the AI Product is based on Named Users under the “MicroStrategy AI User” SKU, for each AI Product quantity you license, you may consume up to twenty thousand (20,000) Questions (as defined in the MCE Service Guide) for a period of up to twelve (12) months beginning on the order Effective Date and, in the case of a replenishment, from the beginning of the replenishment effective date (each period, a “Use Period”). Unconsumed Questions are automatically forfeited at the earlier of (a) the end of the Use Period, or (b) termination or expiry of the MCE Service term, and do not carry over to any subsequent Use Periods. Upon the earlier of the expiration of the Use Period or the full consumption of 20,000 Questions, we will automatically replenish your right to consume an additional 20,000 Questions for each licensed AI Product quantity for a subsequent Use Period, each at the then current list price for such Product, unless you provide written notice to us that you desire not to auto-replenish (a) at least ninety (90) days before the expiration of the then current Use Period, or (b) before 18,000 Questions have been consumed, whichever occurs first. Our AI Product is otherwise non-cancelable by you, and non-refundable.

3. **Operating Environment.** Notwithstanding anything to the contrary in the Agreement, we may provide our AI Product to you from an environment that is different from the operating environment specified on your MCE Service order.

4. **Use of Our AI Product.** Subject to the terms and conditions of the Agreement, it is your choice how to use our AI Product and it is your responsibility to determine whether your use of our AI Product is consistent with your own internal standards and the laws applicable to you, and you are solely responsible for such use. It is your responsibility to determine whether and which users within your organization should be given notice that you are enabling use of our AI Product. You should implement meaningful human oversight regarding your use of our AI Product, and you agree not to rely solely upon our AI Product for any decisions that may have consequential impact on an individual, including but not limited to legal standing, financial position, life or job opportunities, human rights, and the potential for physical or psychological harm.

5. **Indemnification.** Notwithstanding anything to the contrary in the Agreement, our obligation to defend and indemnify you against third-party claims related to the operation or use of our AI Product will be limited solely to any indemnification provided to us by the applicable third party or parties whose generative AI service(s) are integrated into our AI Product.

6. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF YOUR AFFILIATES RELATED TO OUR AI PRODUCT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO US FOR OUR AI PRODUCT IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU.

7. **Suspension.** We may suspend or discontinue your access to or use of our AI Product if our access to the third-party generative AI services integrated as part of our AI Product is suspended or discontinued by such third party.

8. **Additional Restrictions.** You may not use our AI Product for any conduct or with any content that could reasonably be considered offensive or give rise to liability, including but not limited to using, describing, featuring, or promoting; exploitation and abuse involving the sexual victimization or grooming of children; interactions with individuals under the age of consent in any way that could result in exploitation or manipulation; non-consensual intimacy; sexual solicitation or human trafficking; suicide or self-injury; graphic violence or gore; terrorism or violent extremism; violent threats, incitement, and glorification of violence, hate speech and discrimination, bullying and harassment; intentionally deceptive or likely to adversely affect the public interest; or infer sensitive information about people without their explicit consent and our approval. Notwithstanding anything to the contrary in the Agreement, you may not perform any penetration testing on our AI Product. You will not and will not assist or encourage anyone to use our AI Product: (a) to try to gain unauthorized access to or disrupt any data or account; (b) to store or transmit spam; or (c) in any situation where failure of our AI Product could lead to death or serious bodily injury, or severe physical or environmental damage. You may not use our AI Product to create your own chatbots.