TECHNICAL SUPPORT POLICIES AND PROCEDURES

GUIDELINES FOR INTERACTING WITH MICROSTRATEGY TECHNICAL SUPPORT

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MicroStrategy

Intelligence Everywhere

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Technical Support Policies and Procedures

The following policies and procedures provide the framework for a productive relationship with our customers. Policies are subject to change at MicroStrategy's sole discretion. MicroStrategy will post a notice of the policies and procedures changes on the MicroStrategy website around the time such changes go into effect.

Technical Support ("Technical Support services" or "Technical Support Services," "Technical Support" or "MicroStrategy Technical Support") is available for customers, including partners and distributors, that have purchased it for generally available software products licensed from MicroStrategy ("products," "Products" or "MicroStrategy Products"). Technical Support services include answering questions via the online Support Center, email, or phone with regard to operating, troubleshooting, and updating MicroStrategy software. Only customers with an active Technical Support subscription may receive services.

Unless otherwise noted in this document, the Technical Support services described herein are included in MicroStrategy's Standard Support offering. MicroStrategy also offers premium Technical Support services, which are further defined in the Appendix of this document.

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 online Support Center (recommended), phone, or email
CUSTOMER-DESIGNATED SUPPORT LIAISONS	Customers designate specific individuals as Support Liaisons who are authorized to interface with MicroStrategy Technical Support
ONLINE CUSTOMER RESOURCES	Customers have 24/7 online access to the MicroStrategy Community website that features our comprehensive knowledge base, technical notes, and discussion forums

Section 1. Engaging Technical Support resources

To engage Technical Support via the online Support Center (recommended), email, or phone, an individual must be a designated Support Liaison (defined below). If an individual is not a Support Liaison but would like to reference available resources, he/she may create a MicroStrategy Community account to access the site.

1.1 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 who has access to software updates and may contact Technical Support via the online Support Center (recommended), email, or telephone to log or escalate cases.

Only Support Liaisons may contact Technical Support. Support Liaisons will maintain technical ownership of all issues addressed with MicroStrategy Technical Support. They will engage in all case- related communication with these individuals.

A set number of Support Liaisons for each level of Technical Support services may contact MicroStrategy Technical Support. A customer's Technical Support level determines the number of Support Liaisons that may contact MicroStrategy Technical Support. Additional Support Liaisons may also be purchased on an annual basis for an additional fee.

Customers may request changes to their designated Support Liaisons up to 6 times per year. It is the customer's responsibility to advise MicroStrategy Technical Support when a Support Liaison change is desired. MicroStrategy will then transfer all open Technical Support cases to the new Support Liaison. If a designated Support Liaison departs and the customer does not identify a new Support Liaison, we may close any open or logged cases initiated by a departed Support Liaison. Please note that we will automatically register the newly designated Support Liaisons to receive important Technical Support announcements via email. Support Liaisons are encouraged to leverage the online Support Center to update and check the status of their cases.

Each Support Liaison's cases are handled by the default regional Support Center where the customer's Technical Support agreement was executed. Customers may only select the regional Support Center accessed by their Support Liaisons by upgrading to Premier or Elite Support (see Appendix B).

While troubleshooting and researching issues, MicroStrategy Technical Support personnel may make

recommendations that: require administrative privileges on MicroStrategy projects; assume that the Support Liaison has a security level that permits him or her to manipulate those MicroStrategy projects; or assume that the Support Liaison 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 as MicroStrategy project administrators. This eliminates security conflicts and improves case resolution time.

Section 2. Online customer resources

Online resources are available to customers via the <u>MicroStrategy Community</u> 24 hours a day, 7 days a week. To access online customer resources, any customer may become a MicroStrategy Community member by creating an account. Through the Community, designated Support Liaisons may access other online resources, including the Support Center. Customers can access online resources using most web browsers.

2.1 MicroStrategy Community

The <u>MicroStrategy Community</u> is a centralized location to log cases, check the status of existing cases, access Product documentation and white papers, reference troubleshooting documents, submit Product ideas, and collaborate in discussion groups. The MicroStrategy Community includes the following main sections:

- Online Support Center
- Knowledge base articles
- Product downloads
- Learning center

- Product documentation and tutorials
- Idea exchange and discussion forums
- Resource gallery
- Announcements

Each customer is provided personalized user login information to identify their ability to access resources. The security of customer information is important to us, so the utmost care is taken to ensure that no customer is able to access another customer's information.

2.2 Online Support Center

Within the MicroStrategy Community, designated Support Liaisons can log new cases with Technical Support and check or update the status of existing cases through the online Support Center.

2.3 License key downloads

Within the MicroStrategy Community, any account owner may download currently supported MicroStrategy Product versions and updates. However, only designated Support Liaisons can obtain the following keys under Downloads in the MicroStrategy Community.

- **Product license keys:** This section allows Support Liaisons to retrieve Product license keys that enable the installation of Product downloads.
- **ESRI and Geospatial keys:** This section allows Support Liaisons to retrieve an ESRI or Geospatial key that enables activation of ESRI maps or Geospatial services by Mapbox. For more information on ESRI or Geospatial keys, please consult the Product documentation posted online in the MicroStrategy Community.

2.4 Access levels

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

COMMUNITY RESOURCES	SUPPORT LIAISON	OTHER MEMBERS
MicroStrategy Community	•	•
Online Support Center	•	
Product Downloads	•	
License Key Requests	•	

Across all access levels, it is the responsibility of the customer's designated Support Liaison to notify MicroStrategy to terminate outdated accounts.

Section 3. Technical Support cases

When a customer experiences an issue they cannot resolve using any of the self-service resources, the customer's Support Liaison may log the issue by contacting MicroStrategy Technical Support. We recommend using the online Support Center to log cases. However, customers may also log cases by phone or email. Multi-channel contact information for MicroStrategy Technical Support is provided in Section 9.

3.1 Prior to logging a case

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

1. Verify that the issue exists with MicroStrategy software and not third-party software
2. Verify that the system uses a currently <u>supported version</u> of MicroStrategy software
3. Attempt to reproduce the issue and determine if it occurs consistently
4. Minimize system complexity or project object definition to isolate the cause
5. Determine if the issue occurs on a local machine or on multiple machines in the environment
6. Search the <u>MicroStrategy Community</u> for information regarding the issue

We recommend the Support Liaison consider posting a question on a MicroStrategy Community discussion board to get feedback on the issue from other users.

3.2 Logging a case

Support Liaisons may contact MicroStrategy Technical Support to log a case via the online Support Center, email, or phone. Only Support Liaisons may log cases with MicroStrategy Technical Support. After 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
• Contact phone and email address
• Configuration information, including MicroStrategy Product software(s), version(s), and the designated system instance (DSI) in which the Products are installed
• Detailed case description of the issues experienced, including symptoms, error message(s), and steps taken thus far to troubleshoot the issues
• Log files or other supporting data

• Customer system impact

By providing the information specified in this section, the Support Liaison consents to MicroStrategy using such information to resolve the Technical Support case.

Business impact

In order to understand the impact of the customer's issue, assistance developing a business impact statement may be required. This business impact statement describes the effect of the issue on the customer's environment from a non-technical standpoint and allows MicroStrategy Technical Support engineers to understand how the case hinders the customer's ability to deploy a successful MicroStrategy solution. These statements include but are not limited to:

• Scope of impact across reports, users, projects, servers, services, etc.
• Potential impact of the issue on key deployment dates
• Economic and financial implications of the issue
• Executive level visibility

Case escalations

The customer's Support Liaison can contact Technical Support through the online Support Center to escalate a case if its priority changes. The assigned case owner will work with the Support Liaison to further understand your concerns and the impact of the issue on your business.

If at any time a customer's support expectations are not being met, the Support Liaison can further escalate a case via your assigned Customer Success Manager (CSM), Regional Support Manager (RSM), or Sales team member(s). As necessary, members of the MicroStrategy Technical Support management team will ensure priority alignment and assign the appropriate resources to escalated cases.

3.3 Case prioritization

MicroStrategy assigns case priority levels to allow Technical Support to maximize service for each customer. MicroStrategy works with the Support Liaison to set the correct priority level depending on the specific technical and business needs of 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 of 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 back 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:

ASSIGNED PRIORITY	PRIORITY DEFINITION	PRIORITY LEVEL EXAMPLES	INITIAL RESPONSE TIMES	STATUS UPDATES
P1	A production system is down	Production MicroStrategy Intelligence Server is unavailable	< 2 Hours	As status changes or daily
P2	A feature of a production system is seriously affected, halting system development or severely impacting the customer's ability to continue	Reports are not cached in the production system	< 2 Hours	As status changes or daily
P3	A functional production or development system is impacted, but it is feasible to continue production or development	Prompted reports do not work in the development system	< 4 Hours	As status changes or every 3 days
P4	Customer has a question on usage, defect, enhancement, configuration, or software conflicts that impact the system but not critically	Asking to understand how the report cache and history list synchronized	< 6 Hours	As status changes or every 3 days

Cases for customers with premium Technical Support levels 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 (P1) and priority level two (P2) cases must be available to work full-time with MicroStrategy Technical Support throughout the resolution process of an 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. Case resolution may be delayed if information is not provided in a timely manner.

Provisional software code

In some instances, MicroStrategy may provide software code that 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 provided by MicroStrategy that is clearly designated as Provisional Code.

Provisional Code is provided at no additional charge. 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. When Provisional Code is provided, 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 Products' license agreements. If your license agreement expires, 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 customers may have about Provisional Code. Provisional Code is provided as-is without warranty of any kind, including the warranty of merchantability or fitness for a particular purpose.

MicroStrategy shall have no liability to customer for 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.

3.4 Problem identification

Once the problem has been identified, MicroStrategy Technical Support may provide customers with one of the following solutions:

- **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 an issue. The changes may relate to MicroStrategy software or any underlying technologies and

systems.

• **Patches:** The application of existing patches available for MicroStrategy software to address a critical issue.

• **Platform release updates:** Minor updates to MicroStrategy software to address an issue.

• **A later version:** Upgrades to MicroStrategy software to address an issue.

In some instances, defects in third-party software may limit the operation of MicroStrategy software. In such cases, Technical Support will attempt to identify the defective component so that the customer may seek a correction from the third-party vendor. See Section 6 for more information about support limitations related to third-party software.

3.5 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 MicroStrategy software development team.

Support Liaisons may obtain a status update for "Development" cases at any time by contacting MicroStrategy Technical Support and referencing their case number.

3.6 Providing data to MicroStrategy Technical Support

It may be necessary for MicroStrategy Technical Support personnel to receive data from your systems such as diagnostics (including diagnostic crash data provided through the "Automated Crash Reports" tool included in the MicroStrategy software platform), metadata copies, or result sets while troubleshooting and researching an issue. For the convenience of our customers, except as otherwise stated in this document, there are several methods that are used to transmit this data, including the online Support Center available through the MicroStrategy Community, by email or automatically via the "Automated Crash Reports" tool.

Unless you are a restricted customer as defined below, you will not transfer or provide access to any data or information that is subject to regulation under Applicable Data Protection Law ("Protected Data") to Technical Support, 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.

"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 in relation to the privacy, confidentiality, or security of Protected Data. This includes the European Union Directives and regulations 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 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 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 Technical Support services in accordance with Section 7 (each a "restricted customer").

Section 4. Product updates

A Product update is any subsequent commercial release of a MicroStrategy Product generally available to customers under an active subscription to Technical Support. Updates do not include new Products that MicroStrategy markets separately. MicroStrategy delivers and supports Product updates based on the characteristics of each update as described below.

4.1 Platform releases

Starting with MicroStrategy 2019, platform releases will be designated by the calendar year representing the most recent platform release available for the Product. We expect to make platform releases generally available about every 12 months. Platform releases focus on production-level security, stability, and performance defect fixes for all customers, for which reason we expect wide customer adoption of such releases. We will continue to issue platform release updates as described in Section 4.2, and patches as needed as described in Section 4.3. for 3 years after a platform release is designated as generally available.

4.2 Platform release updates

Starting with MicroStrategy 2019, platform release updates (previously referred to as "hotfixes") will be issued to deliver corrections for critical defects about every 3 months after a platform release is designated as generally available as described in Section 4.1. These updates will incorporate all applicable defect corrections made in prior updates and patches; and may also include functionality enhancements for some

MicroStrategy Products. Platform release updates will be issued as needed throughout the 3-year period during which a platform release is supported.

4.3 Platform release patches

Patches will continue to be released as needed to deliver specific defect corrections for a single configuration in which production systems are affected. Patches will be released as needed to address critical issues pertaining to a supported platform release and will not be transferable to multiple configurations or systems.

4.4 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, development schedules, and the customer's business requirements. Once MicroStrategy agrees to create a patch, it is entered into the queue with other scheduled releases. The wait period required for a patch may often be longer than the wait period for an already scheduled platform release or platform release update in which the requested patch may be included. Once an available platform release update corrects a defect for a supported platform release, any customer encountering that defect on an older platform version is expected to adopt that update or upgrade to the appropriate platform release rather than requesting a patch.

4.5 Support expiration lifecycle

Technical Support services are only available for platform releases, platform release updates, or any delivered patches that have not expired according to the timeline listed on the Product Support Lifecycle on the MicroStrategy website. When support for a platform release expires, all of its related platform release updates and patches also expire.

4.6 Feature release discontinuation

Starting with MicroStrategy 2019, MicroStrategy is discontinuing feature releases that include new Products or functionalities as part of its MicroStrategy platform release strategy. Customers that currently use a supported feature release will continue to be supported according to the timeline listed on the Product Support Lifecycle posted on the MicroStrategy website. All customers, whether   they previously adopted feature releases, are encouraged to upgrade to each platform release designated as generally available about every 12 months as described in Section 4.1 and adopt platform release updates when designated as generally available as described in Section 4.2.

4.7 End of Support for on-premises software

Notwithstanding anything to the contrary in these policies and procedures, beginning on January 1, 2027 we will no longer provide full technical support, feature updates, bug fixes, enhancements nor security patches for on-premises software. Except as otherwise provided on an order, to continue technical support, you must purchase Extended Lifecycle Support for up to 24 months with such support period beginning on or after January 1, 2027 and ending on or before December 31, 2028. Extended Lifecycle Support will be identified on your order with a "Tech Support Extension" SKU and is limited to critical security patches and technical assistance for the on-premises software. Extended Lifecycle Support may not be renewed beyond December 31, 2028.

Section 5. Other support policies

MicroStrategy has outlined the following policies regarding renewal of Technical Support services for customers with past-due invoices.

5.1 Renewal of Technical Support services

Customers may not renew Technical Support services on a subset of their licensed MicroStrategy Products. When renewals are due, the customer may either renew Technical Support services for all licensed Products or allow services for all licensed Products to lapse.

5.2 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. Limitations of support

There are some limitations to Technical Support services, including any on-site consultative services, support for MicroStrategy Web customizations developed using the MicroStrategy Software Development Kit (SDK), and support for third-party software.

6.1 On-site services

Technical Support subscriptions do not include services that are provided as end-to-end services delivered by MicroStrategy Consulting in the usual course of MicroStrategy's business. Such Consulting services include, but are not limited to, custom application development and support, data warehouse design, requirements analysis, system performance tuning, capacity planning, and   database design. This exclusion does not apply to eligible ES engagements delivered on-site.

6.2 Product customizations

Technical Support services for MicroStrategy Web customizations developed using the MicroStrategy SDK, or for MicroStrategy user procedure customizations developed using MicroStrategy Command Manager, are provided according to the following guidelines:

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

Technical Support services for MicroStrategy Command Manager user procedures are provided according to the following guidelines:

- Provides information on the purpose and usage of standard user procedures and calls available within Command Manager
- Provides high-level guidance on how to approach Command Manager custom procedures to achieve certain functionality
- Does not create custom code for a customer's Command Manager procedures
- Does not perform code reviews of Command Manager custom procedures

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

6.3 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 provides aid for these components in the deployment of the MicroStrategy platform, however, we do not provide direct Technical Support services for third-party components. It is the customer's responsibility to configure these components appropriately and ensure that other applications function in the desired configuration before contacting MicroStrategy Technical Support for any issue related to MicroStrategy software.

MicroStrategy Technical Support may provide services for certain third-party components, such as ESRI mapping and Geospatial services, when enabled for licensed Products. However, if Technical Support services are not renewed, then such Products may stop functioning properly or require assistance no longer covered by MicroStrategy Technical Support.

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.

6.4 Compliance cases

Customers can log questions about license agreement compliance with MicroStrategy Technical Support. When a customer submits a compliance case, MicroStrategy first determines whether the case is caused by a Product issue, and if so, will facilitate issue resolution according to the case response guidelines detailed in this document. If Technical Support determines that a compliance case is not caused by a Product issue but by over-deployment of the Product, customers will be asked to contact their Account Executive to realign their licensing agreement.

Section 7. Support for restricted customers

The guidelines outlined in Section 7 only apply to restricted customers.

7.1 Logging a restricted customer case

To log a restricted customer Technical Support case, the designated Support Liaisons may contact MicroStrategy Technical Support using the online Support Center or by telephone. 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 follows similar Technical Support processes as described earlier in this document. However, there are four limitations specific to restricted customers.

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

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

7.2 Transferring data via secure FTP

Only restricted customers with an active subscription to Technical Support services may access the HCSE through the Secure FTP. All online customer resources for restricted customers must be accessed using a MicroStrategy Community account. Once a Community account has been created, designated Support Liaisons can request a Secure FTP access account by opening a case with MicroStrategy Technical Support. The customer must notify MicroStrategy of any Secure FTP access accounts to terminate.

Section 8. Terms applicable to processing personal data

The guidelines outlined in Section 9 only apply to the extent there is no other executed agreement in place regarding the 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 and the California Consumer Protection Act (Cal. Civ. Code §§ 1798.100 et. seq.) (CCPA). The terms "Controller," "Business," "Processor," "Data Subject," "Service Provider," "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 you and any affiliate, subsidiary, subsidiary undertaking and holding company of Customer (acting as a Controller) accessing or using the Technical Support Service on Customer's behalf or through Customer's systems or who is permitted to use the Technical Support Services pursuant to the Governing Agreement between Customer and MicroStrategy, but who has not signed its own Order Form with MicroStrategy.

"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 (EU) and Switzerland (a country not in the EEA or the EU) of personal data which is undergoing processing or which is intended to be processed after transfer to a country or territory to which such transfer is prohibited or subject to any requirement to take additional steps to adequately protect personal data.

"Standard Contractual Clauses" means those clauses comprised within the European Commission Decision (C(2010)593) of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC, as may be updated, supplemented or replaced from time to time under Applicable Data Protection Law and which are incorporated by reference herein forming part of this DPA and a copy of which can be accessed at https://www.microstrategy.com/licensing, subject to the provisions of Clause 9.5 below.

"Sub-Processor" shall include and mean the processing of personal data in connection with the Technical Support Services, and any other third party appointed by MicroStrategy to process personal data shall be referred to as a "Sub-Processor".

8.2 Data Processing

As a Processor, MicroStrategy will process the personal data specified in the table below in connection with Technical Support as instructed by Customer or provided by Customer as 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 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	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 clients, prospects, business partners, and vendors and employees of agents of the Customer

The parties agree that the Data Protection Agreement ("DPA") outlined in Section 8 of this document is the 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 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:

1. Process Customer Data only on documented instructions from Customer, unless MicroStrategy or

the relevant Sub-Processor (as described in Section 8.4 below) is required to process Customer Data to comply with applicable laws. In this case, MicroStrategy will notify Customer of such legal requirement prior to processing, unless applicable laws prohibit notice to Customer on public interest grounds;

2. Immediately inform Customer in writing if, in MicroStrategy's reasonable opinion, any instruction received from Customer infringes any Applicable Data Protection Law;

3. Ensure that any individual authorized to process Customer Data complies with Section 8.2 (a) above; and

4. At the discretion of Customer, delete or return all Customer Data after the end of the provision of the Technical Support services relating to processing, and will delete any remaining copies. MicroStrategy is 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 below will continue to apply to retained Customer Data;

MicroStrategy will not "sell" Customer Data as that term is defined in the CCPA, nor will it retain, use, or disclose Customer Data for any purpose other than for the specific purpose of performing the services specified in the Governing Agreement, or as otherwise permitted by the CCPA or its implementing regulations. MicroStrategy certifies that it understands the restrictions and obligations under the CCPA, including the restrictions and obligations in the previous sentence, and will comply with CCPA. In addition, MicroStrategy will comply with any applicable amendments to the CCPA or its regulations.

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 government or law enforcement agency (such as a subpoena or court order). If a government or law enforcement agency sends MicroStrategy a demand for Customer Data, MicroStrategy will attempt to redirect the government or law enforcement agency to request that data directly from the Customer. As part of this effort, MicroStrategy may provide your basic contact information to the government or law enforcement agency. If compelled to disclose Customer Data to a government or law enforcement agency, then MicroStrategy will give you reasonable notice of the demand to allow you 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 by MicroStrategy, and imposes appropriate contractual obligations upon its personnel, including, as appropriate, relevant obligations regarding confidentiality, data protection and data security. If the Standard Contractual

Clauses apply, nothing in this section 3 varies or modifies the Standard Contractual Clauses, including without limitation the obligations within clause 5(a).

8.4 Sub-Processing

Customer authorizes MicroStrategy to engage its own affiliated companies for the purposes of providing 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 Community lists GDPR Technical Support Sub-Processors and GDPR Consulting 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 SubProcessor; (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; and iv) comply with the Standard Contractual Clauses, which separately contain obligations in respect of the terms

to be imposed in respect of an onward transfer of Personal Data to a Sub-Processor. MicroStrategy will remain responsible to Customer for performance of the Sub-Processor's obligations.

8.5 International Transfers

To provide Technical Support services, Customer acknowledges and confirms MicroStrategy may make International Transfers of Customer Data including onward transfers to its affiliated companies and/or Sub-Processors. Where those International Transfers occur, the Standard Contractual Clauses shall apply. The Customer agrees that by signing this DPA (or continuing to use the Technical Support services) it will be deemed to have entered into and executed the Standard Contractual Clauses with MicroStrategy Services Corporation (as data importer), and the Standard Contractual Clauses shall be deemed incorporated into this DPA. The Customer agrees to be bound by its obligations under the Standard

Contractual Clauses. The Customer acknowledges that there may be instances where the contracting MicroStrategy entity or entities executing the Governing Agreement and DPA may differ from the MicroStrategy entity (data importer) named in the Standard Contractual Clauses. This may occur for example where the MicroStrategy entity signing the Governing Agreement and DPA is based within the EEA or Switzerland (and is thus not an offshore processor, importing the personal data for the purposes of the clauses), and Customer Data is being shared onwards with another MicroStrategy entity who is based outside of the EEA. In the event that the form of the Standard Contractual Clauses is changed or replaced by the relevant authorities under Applicable Data Protection Law from time to time, MicroStrategy shall have the right to review any new form of Standard Contractual Clauses and, if acceptable, will update the form of Standard Contractual Clauses on MicroStrategy's website within sixty (60) days of the effective date of any such new form at https://www.microstrategy.com/us/terms. The Standard Contractual Clauses disclosed on MicroStrategy's aforementioned website, as amended from time to time, are deemed to be incorporated into the Governing Agreement between Customer and MicroStrategy. Notwithstanding the foregoing, the Standard Contractual Clauses (or obligations the same as those under the Standard Contractual Clauses) will not apply if MicroStrategy has adopted an alternative recognized compliance standard for the lawful transfer of personal data outside the EEA (including the UK following its exit from the EU) or Switzerland, to protect the Customer Data.

With respect to other International Transfers, (outside of those covered by the Standard Contractual Clauses), MicroStrategy will only make a transfer of Customer Data if:

1. 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

2. 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 International Transfer unless applicable laws prohibit notice to Customer on public interest grounds; or

3. 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:

1. Security of the MicroStrategy network;

2. Physical security of the facilities;

3. Measures to control access rights for MicroStrategy employees and contractors in relation to the MicroStrategy network;

4. Processes for regularly testing, assessing, and evaluating the effectiveness of the technical processes; and

5. 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 minimize any damage resulting from the Security Incident.

Customer agrees that an unsuccessful Security Incident will not be subject to 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. MicroStrategy's obligation to report or respond to a Security Incident under Section 8.7 is not and will not be construed as an acknowledgment 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 with respect to data protection impact assessments and prior consultation.

8.8 Audit

MicroStrategy will allow for and contribute to audits, (including those under the Standard Contractual Clauses where these apply), which shall include 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 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 Standard Contractual Clauses.

8.9 Independent Determination

Customer is responsible for reviewing the information made available by MicroStrategy as it is provided to Customer periodically relating to data security and making an independent determination as to whether the Technical Support services meet the 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:

1. Complying with its obligations under the Applicable Data Protection Law relating to the security of processing Customer Data;
2. Responding to requests for exercising Data Subjects' rights under the Applicable Data Protection Law, including by appropriate technical and organizational measures, insofar as this is possible;
3. Documenting any Security Incidents and reporting any Security Incidents to any Supervisory Authority and/or Data Subjects;
4. Conducting privacy impact assessments of any processing operations and consulting with Supervisory

Authorities, Data Subjects, and their representatives accordingly; and

5. Making available Customer information necessary to demonstrate compliance with the obligations set out in this DPA.

Section 9. Technical Support contact information

MicroStrategy offers multi-channel communication options for a customer to request Technical Support services or assistance with maintenance renewal questions as described throughout Section 9. Technical Support <u>contact information</u> is also available on the MicroStrategy website.

9.1 Online Support Center contact information (recommended)

Designated Support Liaisons for customers in all regions that receive Technical Support for on-premise or cloud environments are encouraged to leverage the online Support Center as the preferred channel to open, update, and check the status of their cases. Other available regional and cloud- specific communication channels are described in this section.

Online Support Center: <u>https://community.microstrategy.com/s/support-create-case</u>

9.2 Regional Technical Support center information

Regional 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 observed by each country.

Designated Support Liaisons should use the online Support Center (recommended) or contact the applicable regional Technical Support center identified below for the region location in which Products were purchased. If a Support Liaison is unable to reach Technical Support by phone during listed hours, he/she may log a case via the online Support Center, send an email, or leave a detailed voicemail. Technical Support only actively troubleshoots cases during the regular business hours outlined below, except in the event of priority level one (P1) and priority level two (P2) production system cases as defined in Section 3.3 for customers with an active subscription to Extended, Premier, or Elite Support offerings in which 24/7 coverage is included. Refer to the Appendix for more details about Technical Support offerings that include 24/7 services.

9.2.1 North America

Email: support@microstrategy.com Phone: (703) 848-8700

Fax: (703) 842-8709

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

9.2.2 Europe, Middle East, and Africa (EMEA)

Email: eurosupp@microstrategy.com Fax: +44 (0) 208 711 2525

Phone by Country:

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

Other Countries: +44 (0) 208 080 2183 Standard Hours:

Europe (except UK, Ireland, Portugal), Turkey, South Africa: 9 am – 6 pm CET/CEST, Mon – Fri except holidays

UK, Ireland, Portugal: 9 am – 6 pm GMT/BST, Mon – Fri, except holidays

UAE, Saudi Arabia, Qatar, Kuwait, Bahrain: 9 am – 6 pm GST, Sun – Thu, except holidays

9.2.3 Asia Pacific (APAC)

Email: apsupport@microstrategy.com Phone by Country:

APAC (China; excluding Australia, Japan, Korea and Singapore): +86 571 8526 8067

Australia: +61 2 9333 6499

Japan: +81 3 3511 6720

Korea: +82 2 560 6565

Singapore (English): +65 3163 8346 Fax by Country:

APAC (except Japan, Korea and Singapore): +86 571 8848 0977

Japan: +81 3 3511 6740

Korea: +82 2 560 6555

Singapore: +65 3163 8477 Standard Hours:

APAC (except Japan and Korea): 7 am – 6 pm (Singapore), M – F except holidays Japan and Korea: 9 am – 6 pm (Tokyo), M – F except holidays

9.2.4 Latin America (LATAM)

Email: latamsupport@microstrategy.com Fax by country:

Brazil: + 55 11 3044 4088

Latin America (except Brazil): +54 11 5222 9355 Phone: LATAM (except Brazil and Argentina): +54 11 5222 9360

Brazil: +55 11 3054 1010 Argentina: 0 800 444 MSTR Standard Hours:

Brazil: 9 am – 6 pm (Sao Paulo), M – F except holidays

Argentina: 9 am – 7 pm (Buenos Aires), M – F except holidays

9.3 Cloud Technical Support information

Cloud Technical Support is available 24/7 through the online Support Center (recommended) or using the following communication channels.

Cloud Support

Email: cloudsupport@microstrategy.com

Phone: (855) 221-6787

Hours: 24/7 including holidays

9.4 Maintenance renewal contact information

Assistance addressing all maintenance renewal questions regarding existing MicroStrategy maintenance renewal agreements may be requested through the online Support Center (recommended) or using the following communication channels. Regions not listed in this section should use recommended general communication channels.

9.4.1 General email

Email: MicroStrategyMaintenanceRenewal@microstrategy.com

9.4.2 North America

Phone: (703) 848-8700 Fax: (703) 842- 8709

9.4.3 Europe, Middle East, and Africa (EMEA)

Phone: +44 (0)208 396 0075 (EMEA maintenance manager)

Appendix

A. Technical Support levels and features

MicroStrategy offers four levels of Technical Support services to customers—Standard, Extended, Premier, and Elite—which are sold for a particular DSI.

A DSI is defined as a single MicroStrategy metadata database or a set of related MicroStrategy metadata databases (such as for production, development, testing, etc.) that will be accessed by the Products specified on an order. Standard Support is the base level of Technical Support services available from MicroStrategy. Extended Support, Premier Support, and Elite Support are sold as add-on offerings to Standard Support, on a per DSI basis.

A.1 Standard Support

A subscription to Standard Support provides customers with maintenance support, access to Community, Updates, and Downloads sites, and access to support services for 2 Support Liaisons via the online Support Center, email, or telephone.

A.2 Extended Support

A subscription to Extended Support provides 24/7 telephone support for P1/P2 critical issues. Two additional Support Liaisons (4 total) have access to software updates and may contact support via the online Support Center, email, or telephone. At this time, 24/7 support is available only in English and is designed to provide live support coverage for critical cases.

A.3 Premier Support

A subscription to Premier Support provides 24/7 telephone support for P1/P2 critical issues and a set of dedicated Support Engineers to process and resolve cases. Four additional Support Liaisons (6 total) have access to software updates and may contact support via the online Support Center, email, or telephone.

A.4 Elite Support

A subscription to Elite Support provides 24/7 telephone support for P1/P2 critical issues and a set of dedicated Support Engineers to process and resolve cases. Six additional Support Liaisons (8 total) have access to software updates and may contact support via the online Support Center, email, or telephone.

B. Technical Support offering comparison

The following table summarizes available services featured within each Technical Support offering.

	SUPPORT OFFERINGS			
	STANDARD	EXTENDED	PREMIER	ELITE
Online Support Center, phone, and email case logging	•	•	•	•
MicroStrategy Community access	•	•	•	•
Software updates	•	•	•	•
Regional Support center access	•	•	•	•
Number of designated Support Liaisons	2	4	6	8
24/7 telephone support for P1 and P2 issues		•	•	•
Regional Support Center selection			•	•
Weekly case management meetings			•	•
Issue resolution by dedicated support engineers				•