



## GENERAL TERMS AND CONDITIONS FOR MICROSTRATEGY PARTNERS

July 10, 2023

These General Terms and Conditions for MicroStrategy Partners ("Partner General Terms & Conditions"), together with the mutually executed Enrollment Form and the Program Guide, are the Partner Agreement between you and us ("Partner Agreement"). Capitalized terms not defined herein will have the meaning defined elsewhere in the Partner Agreement.

**1. Your Role as a MicroStrategy Partner.** We recognize you as a non-exclusive, authorized MicroStrategy partner for reselling our Products and providing referrals and other selling support for any of our Products related to certain current or prospective MicroStrategy customers (each, a "Customer"), subject to the terms of the Partner Agreement. We also grant you a non-exclusive, non-transferable right to use Products (including the user documentation or manuals normally distributed or made available in connection with a Product ("Documentation")) for purposes of demonstration, laboratory and business development and proofs of concept as further specified in the Program Guide.

**2. Ordering Processes, Commission Fees and Payment.**

(a) Registered Opportunities with "Resell" Partner Selling Motions. The "Resell" Partner Selling Motion is described in the Program Guide. The transactions under these Registered Opportunities will be directly between the Customer and you. We or an authorized MicroStrategy Distributor (depending on the territory) will provide you a price quotation for the Products and Services for that Registered Opportunity. Upon (i) mutual execution of an order by us (or the authorized MicroStrategy Distributor) and you, and (ii) our receipt of an end user license agreement ("EULA") signed by the Customer, we will invoice you for the Products and Services listed on that order in accordance with the discounts listed in the Program Guide. All amounts payable under such invoice (including applicable taxes) will be due, in full, thirty (30) days from the date of the invoice. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which remain unpaid after the due date will be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid. Except as otherwise explicitly set forth herein or in an order, all orders placed by you that we (or an authorized MicroStrategy Distributor) accept are firm and not subject to cancellation, return, refund or offset by you, and will be in a format acceptable to us (or an authorized MicroStrategy Distributor). We may designate one or more of our affiliates to exercise our

rights and fulfill our obligations, including invoicing you.

(b) Registered Opportunities with "Co-Sell," "Referral," and "Influence Only" Partner Selling Motions. These Selling Motions are each described in the Program Guide. The transactions under these Registered Opportunities will be directly between the Customer and MicroStrategy. Your commission fee will be calculated in accordance with the Program Guide. We will pay you the applicable commission fee for the transaction (or, as applicable, we will credit the commission fee to a Marketing Development Fund) within thirty (30) days after we receive payment of the Product license fees from the Customer.

(c) Following the execution of an order, and a EULA if applicable, we will deliver the Products listed on that order to the Customer.

**3. Certain Obligations and Restrictions.** You will not (a) copy, display, distribute, or otherwise use a Product or the MCE Service in any manner or for any purpose not expressly authorized by the Partner Agreement; or (b) create derivative works of or otherwise modify any Product or the MCE Service or any portion thereof except as expressly provided in the Documentation; or (c) modify, tamper with or repair any Product or any other software included in the MCE Service; or (d) reverse engineer, decompile or disassemble any Product or such software or the metadata created by a Product or such software, or apply any other process or procedure to derive the source code of any Product or such software; or (e) interfere with or disrupt the integrity or performance of a Product or the MCE Service; or (f) attempt to gain unauthorized access to a Product or the MCE Service or its related systems or networks; or (g) access or use any Product or the MCE Service in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (h) use a Product or the MCE Service to develop any product or service that is in any way competitive with any of our product or service offerings; or (i) make available to any third-party any analysis of the operation of a Product or the MCE Service, including any benchmarking results, without our prior written consent; or (j) use any Product or the MCE Service to provide time-sharing services, software-as-a-service offering, service bureau services or similar services; or (k) use a Product or the MCE

Service to store or transmit (1) material in violation of third-party privacy rights; or (2) libelous, or otherwise unlawful or tortious material; or (3) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (4) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs. You will delete any demonstration copies of Products installed on servers or workstations under a Customer's control upon completion of a demonstration at a Customer's location.

**4. Technical Support Services.** “Technical Support Services” refers to the technical support and maintenance Services provided by us according to our then-current technical support policy and procedure listed at <http://www.microstrategy.com> when the Services are purchased. For Products licensed for purposes of demonstration, laboratory and business development and proofs of concept for Registered Opportunities, we will provide standard Technical Support Services to you at no charge. Each price quotation and each order for Registered Opportunities with “Resell” Partner Selling Motions which include Products licensed for a perpetual term will state the price of standard Technical Support Services for a period of twelve (12) months commencing on the date of delivery of those Products. Each Customer will purchase Technical Support Services for periods after the initial annual subscription term either directly from us or from you. Except as otherwise specified, if you renew such standard Technical Support Services on the applicable Customer's behalf, (a) upon expiration of the initial annual subscription term, standard Technical Support Services on those Product licenses will renew for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the greater of CPI and five percent (5%) and (b) you agree to renew the Customer's standard Technical Support Services subscription(s) unless you provide written notice to us at least ninety (90) days before expiration of the then current subscription term that the Customer desires to have Technical Support Services lapse on all of its Product licenses. “CPI” means the latest published percentage increase in Consumer Price Index for the country listed under the “Ship To” address of an order at the time of renewal, for the 12 months period preceding such time. Standard Technical Support Services for term licenses is included as part of the term license fee.

**5. Professional Services.** If you purchase Professional Services for the benefit of a Customer, including for any service project delivered to a Customer on MicroStrategy Products that meets the criteria set forth in Appendix B of the Program Guide,

you shall purchase such Professional Services directly from us for resale and/or delivery to a Customer by entering into each of an order with us and an order with such Customer for such Services. For clarity, we will not enter into, and you have no obligation to obtain, a EULA signed by the Customer for such Services. Unless otherwise specified in an order between you and us, we will deliver the Professional Services upon request on a time and materials basis, at the hourly rates applicable to each resource, during the twelve (12) month period beginning on the effective date of the order. The number of hours that we actually deliver may vary from the estimated number of hours listed on the order. For clarity, these types of Services are not provided on a fixed-fee basis and we do not guarantee completion of deliverables within a specific number of hours. If the parties anticipate that the hours to be delivered will exceed the estimated hours set forth on the order between you and us, we will request approval to exceed the estimate and will not deliver those excess hours until we receive your written approval. We will invoice you periodically for hours delivered and expenses we incur while providing the Professional Services. You will reimburse us for all reasonable expenses we incur when delivering the Professional Services. We grant you a license to sublicense the work product we develop as part of such a Professional Services engagement to the Customer solely to support the Customer's use of our Products.

Following the execution of an order for Services described in Appendix B, we will assign you a Professional Services Project Team contact for such project. Prior to commencing services on such a project, Partner personnel assigned to the project must complete the required training and certification as described in the Program Guide.

**6. Intellectual Property Ownership, Courseware for Instructor-Led Public Training Classes and Subcontractors.** We, our affiliates and our licensors will own all right, title and interest in and to the Products. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “Trademarks”). To the extent a party grants any rights or licenses to its Trademarks to the other party in connection with the Partner Agreement, the other party's use of such Trademarks will be subject to the reasonable trademark guidelines provided in writing by the party that owns the Trademarks.

For each instructor-led training class (whether virtual or in-person) we deliver to you, we will make electronic versions of the course content files for the class (“Courseware”) available to you, and you may reproduce and distribute one paper copy of the Courseware to each of your employees or contractors who attends the class. Your use of the Courseware is

limited to use only by those individuals who attend the class, solely for their own training purposes. All education course materials (including Courseware) are copyrighted by us and are our Confidential Information. Education and training Services are provided and delivered either directly by us or through our subcontractors. Notwithstanding anything to the contrary in any written agreement between you and us, if any, you consent to our use of subcontractors to provide education and training Services.

7. **Training and Certification Program.** We will provide you a certain number of Partner Education Passes to assist you in satisfying the certified personnel requirements, as described in the Program Guide. For clarity, these Partner Education Passes may not be assigned to Customers. If you do not satisfy those certified personnel requirements within ninety (90) days of the Effective Date, we may reject any or all of your Registered Opportunities, prohibit you from performing implementation services on any Customer projects, deem you ineligible for commission, and/or terminate the Partner Agreement due to your breach of a material provision of the Partner Agreement.

Certain Partner Education Passes may include the right to access “Expert.Now,” a MicroStrategy education offering described in the Program Guide. For clarity, Expert.Now is an education offering and is not part of Technical Support Services. In connection with your use of the Expert.Now offering, you will not transfer to us or provide us any access to (1) Protected Data (defined below) (except for Protected Data related to your contact persons); or (2) material in violation of third-party privacy rights; or (3) libelous, or otherwise unlawful or tortious material; or (4) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (5) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.

8. **Term and Termination.** The Partner Agreement shall commence on the Effective Date and shall remain in effect for one (1) year, and will automatically renew for successive one (1) year terms unless it is earlier terminated as provided herein. The Partner Agreement, orders, and Product licenses may only be terminated according to the terms of the Partner Agreement. Either party may terminate the Partner Agreement (a) by giving the other party sixty (60) days’ prior written notice; (b) immediately, upon written notice, in the event the other party files for bankruptcy or reorganization under bankruptcy laws or assignment for the benefit of creditors; and (c) upon written notice identifying the cause if the other party has breached a material provision of the Partner Agreement and fails to cure such breach within thirty

(30) days following the date of such notice of breach. For clarity, failure to satisfy the requirements set forth in the Program Guide constitutes a breach of a material provision of the Partner Agreement. Upon termination of the Partner Agreement, all Product licenses and rights granted to you will terminate and all fees that you are obligated to pay as of the date of termination will be immediately due and payable. When a Product license terminates, you will immediately cease using the Product. For clarity, such termination means that, except as otherwise provided herein, your rights granted hereunder for all Products licenses will automatically terminate, but Customers’ rights pursuant to their EULAs (if any) shall not terminate.

9. **Limited Warranties and Remedies.** We warrant that our employees and contractors will perform the Services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of this warranty, your exclusive remedy and our entire liability will be re-performance of the Services at no cost to you.

Each party warrants that any individual who signs the Partner Agreement and any order governed by the Partner Agreement on behalf of such party has the authority to enter into the Partner Agreement or any such order on behalf of such party, and that it will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under the Partner Agreement.

You acknowledge that the direct or indirect transfer of a Product contrary to United States law or any other applicable law is prohibited. You warrant that (a) you are not a Restricted Party or located in a Restricted Country; and (b) you are not controlled by or acting on behalf of any Restricted Party or anyone headquartered or located in a Restricted Country; and (c) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party or Restricted Country. “Restricted Party” means any person or entity that is (1) listed on any of the lists of persons or entities maintained by the United States government or any other applicable government that prohibit such persons or entities from receiving exports or services; or (2) a national or resident of, or an entity or governmental authority in a Restricted Country. “Restricted Country” means any country or territory that is or becomes subject to comprehensive sanctions by the United States or another applicable country or prohibited from receiving Products under applicable export controls (including, but not limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Luhansk People’s Republic (“LNR”), and Donetsk People’s Republic (“DNR”) regions of Ukraine).

NO OTHER WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE TO YOU WITH RESPECT TO ANY PRODUCT OR SERVICE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON- INFRINGEMENT.

**10. Limitation of Liability.** THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF YOUR AFFILIATES RELATED TO THE PARTNER AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.

**11. Audit.** You will keep accurate and complete records relating to your activities under the Partner Agreement, including records related to your installation and use of the Products and other information necessary to demonstrate your compliance with the Partner Agreement, *e.g.*, any deployment information generated by the Products (“Records”). Within ten (10) days following our written request, you will certify to us in a writing signed by an officer of your company that your installation and use of the Products comply with the terms of the Partner Agreement and will provide us any Records we specify in such request. In addition, within ten (10) days following our written request, we may, at our sole discretion, audit your Records and your installation and use of the Products (i) at your applicable facility during normal business hours and subject to your reasonable facility security requirements and/or (ii) by remote or electronic means. You may redact resale pricing information in the Records.

**12. Data Protection.** You will not transfer to us or provide us any access to any data or information that is subject to regulation under Applicable Data Protection Law (“Protected Data”) in connection with the Partner Agreement, 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 and/or basic contact data related to your prospects or referral opportunities for which you have a basis to share such Protected Data with us. “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 and Regulations governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security. Your participation as a partner will serve as an opt-in to receive email communications from us, including operational and marketing communications. You will be presumed to have provided the appropriate notices and have obtained appropriate consents, if required, under Applicable Data Protection Law from any employees or other individuals who participate in the Partner Program for or on your behalf. Such individuals may opt-out from receiving our marketing materials using the opt-out mechanism provided in our communications. We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.

**13. Confidentiality.** Under the Partner Agreement, Confidential Information may be accessed or disclosed between the parties and to Customers. “Confidential Information” means any information identified as confidential at the time of disclosure, or that reasonably should be understood to be confidential in view of the information’s nature or circumstances around its disclosure, and will in all cases include pricing terms, the terms of the Partner Agreement or any order governed by the Partner Agreement, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, customer lists, and generic tools and objects related to the Products created by us during the provision of the Professional Services. Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; or (b) was in the receiving party’s lawful possession prior to the disclosure; or (c) is lawfully



disclosed to the receiving party by a third party without restriction on the disclosure; or (d) is independently developed by the receiving party. Security is important to us and our customers, and we strongly recommend that you share with us the results of any penetration tests that you conduct on our Products (which is considered solely our Confidential Information) so that we may utilize that information to improve our Products.

Each party agrees to hold the other party's Confidential Information in confidence during the term of the Partner Agreement and for a period of five (5) years after the termination of the Partner Agreement (other than with respect to trade secrets, which shall be held in confidence following such period in accordance with this section), and to disclose such Confidential Information only to the party's employees or agents and individuals representing a Customer who have a need to know such Confidential Information and are required to protect it against unauthorized disclosure. If our Confidential Information may be disclosed to a Customer as part of, or in anticipation of, an actual or potential transaction with that Customer pursuant to the Partner Agreement, (a) the order between you and such Customer will obligate that Customer to protect our Confidential Information to at least the same extent as required of you under the Partner Agreement, and (b) you acknowledge and agree that you will be responsible for any breaches by that Customer of such confidentiality obligations relating to our Confidential Information. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information to a federal or state governmental entity to the extent such disclosure is required by law, so long as the receiving party notifies the disclosing party in advance of the required disclosure as soon as reasonably practicable to allow the disclosing party to contest the disclosure.

Upon termination of the Partner Agreement and except for electronic copies made in the course of normal network backups, (1) the receiving party will promptly destroy or return, at the sole discretion of the disclosing party, all Confidential Information of the disclosing party in the receiving party's possession or control; and (2) if either party disclosed our Confidential Information to a Customer as part of, or in anticipation of, an actual or potential transaction pursuant to the Partner Agreement, you will obligate that Customer to promptly destroy or return, at our sole discretion, all such Confidential Information in the Customer's possession or control.

**14. Notices.** All notices will be in writing and will be deemed to have been given when (a) personally delivered; or (b) sent by electronic mail; or (c) sent by a commercial overnight courier. You will provide

notices to: MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: [crequest@microstrategy.com](mailto:crequest@microstrategy.com).

**15. Assignment.** The Partner Agreement may not be assigned or otherwise transferred in whole or in part by you, including by operation of law, without our prior written approval.

**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 sale, distribution or provision of MicroStrategy Products or Services. Notwithstanding anything to the contrary in the Partner 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 the Partner Agreement by providing you written notice of any such breach.

**17. Other Provisions.** 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. The terms of the Partner Agreement and any applicable order will supersede the terms in any purchase order or other ordering document that you generate and provide to us. Any terms of trade stated or referenced in any such purchase order (except for names, quantities and addresses) will not be binding on us. As between the Partner Agreement and an order, the latter prevails but only with respect to that order. The Partner Agreement also supersedes the terms of a “click-wrap” license included in the Products. Neither party will be responsible for delay of performance due to causes beyond its control. The Partner Agreement and the parties’ relationship under it will be interpreted under and governed by the laws of the Commonwealth of Virginia and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. The Partner Agreement will not be subject to the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with the Partner Agreement, the parties’ relationship under it or the Products or Services will be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Fairfax County, Virginia. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing party will be entitled to recover its cost of enforcing its claim, including but not limited to reasonable attorney fees. We will collect anonymous usage data related to your use of the Products to help us improve our Products and Services, better our customer service and enhance customer experience (“Diagnostic Information”); Diagnostic Information will not include Protected Data. Our security Products are not designed to manage physical or logical access to facilities or systems where delay in or failure of such access could threaten health or safety, or cause property, environmental or similar damage. You represent that your decision to purchase a license to a Product or purchase access to the MCE Service is not based on (a) any oral or written comments made by us with respect to functionality or features not currently

offered in our latest generally available version of our Products or the MCE Service; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of a Product or the MCE Service may be included in a future update or release of a Product or the MCE Service; or (c) demonstrations of any software that is not currently generally available. You further acknowledge that the development, release and timing of any additional features or functionality for the MCE Service or Products remain at our sole discretion. Except for hiring an employee (or agent) of the other party to fill a job opening that was publicly announced and to which the applicable employee (or agent) responded, during the term of the Partner Agreement and for one (1) year following termination of the Partner Agreement, neither party will hire or directly or indirectly solicit any employee (or agent) of the other party who has provided services or performed obligations under the Partner Agreement in the previous twelve (12) months. Each party has the right to issue a mutually-agreed press release that includes a quotation from one of the other party’s senior executives. In addition to the rights granted in the Program Guide, each party grants the other the right to use its name and logo in public communications, on websites, in presentations, in marketing collateral and at marketing events. If you purchase a MicroStrategy World pass via an order, that pass is non-refundable and is only valid for the next MicroStrategy World event occurring following the execution of the order; has no residual value if not redeemed for that MicroStrategy World event; and may not be used to attend any other MicroStrategy event. If any provision of the Partner Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and us as a result of the Partner Agreement or your use of the Products. The failure of either you or us to enforce any right or provision in the Partner Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Any provision of the Partner Agreement that would reasonably be expected to survive will survive the termination of the Partner Agreement. There are no intended third party beneficiaries of the Partner Agreement. If you have previously entered into an agreement with us or any of our affiliates that authorizes you to resell or earn referral fees on the sale of MicroStrategy Products or Services, that agreement is replaced and superseded by the Partner Agreement.

The Partner Agreement and any orders governed by the Partner Agreement comprise the entire agreement between you and us and supersede all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral. The parties acknowledge and agree that the Partner

Agreement and all other contracts between them signed by electronic signatures shall be validly executed contracts and waive any rights to contest the validity or enforceability of such contract due to electronic signatures by one or both parties.